(1)

89- 1595

No. _____

Supreme Court, U.S.
FILED
MAR 28 1990
JOSEPH F. SPANIOL, JR.
CLERK

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 1989

HAROLD L.LEWIS

Petitioner

vs.

VISA USA INC., MASTERCARD INTERNATIONAL.INC., MELLON BANK, CHEMICAL BANK, CITIBANK CHASE LINCOLN BANK, CHASE MANHATTAN BANK

Respondents

PETITION FOR WRIT OF CERTIORARI

TO THE UNITED STATES COURT OF APPEALS

FOR THE EIGHTH CIRCUIT

HAROLD L.LEWIS,PRO SE
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TEL: (816) 474-2188

Harold L.Lewis,Pro se,
and Petitioner

206 pp

QUESTIONS PRESENTED

Can the Defendants continue to market the Plaintiff's Bankcards and Bankcard Pro - grams? Visa USA Inc., said in a letter it was the Plaintiff's Programs and Bankcards.

Can the U.S.District Court in Kansas City Missouri wipe out over ten different and separate entity Copyrights with one stroke of a pen, when the plaintiff is the only one that owns Copyrights in the case? The case was dismissed on a Summary Motion.

Can The Eight Circuit Court Of Appeals , Rule, and Group all of the Plaintiff's ten different and Separate Entity Copy- rights into a Marketing Idea, when the Plaintiff has Real Bankcards (Grassroots Cards) that has existed since 1984?

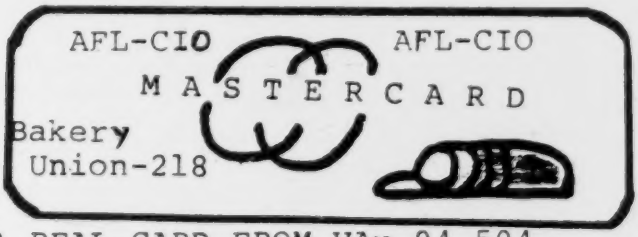
Does The Eighth Circuit Know the differ- ence between Programs(Literary Copyrights) And Bankcards(Visual Copyrights)?

Can Hartman V. Hallmark Cards,Inc. 1986, Referenced by The Eighth Circuit in the

Ruling Of October 3,1989, be very important in this case; Hallmark Cards Inc., has settled out, in three different cases in other states since 1986. Thev have settled in cards or similarities of cards, how they look, Look A Like, and Trade Dress in all Cases.

Will U.S.District Court Judge Joseph E. Stevens be allowed to Contradict Himself in Two Different Court Orders? See: Page- 89,Item-14)

WHY DID DISTRICT JUDGE JOSEPH E. STEVENS LEAVE COPYRIGHT REGISTRATION VAu 94 504 OUT OF THIS CASE? WHY DID THE EIGHTH CIRCUIT COURT OF APPEALS OVERLOOK THIS COPYRIGHT REGISTRATION? (VISUAL EXPRESSION, CARD LOOK ALIKE, SIMILARITY OF CARDS)



A REAL CARD FROM VAu 94 504

A REAL LABOR UNION/KC/AFL-CIO AFF'L.

TABLE OF CONTENTS

Page

Questions Presented..... 1

Index Of Authorities..... 9

Opinions Below..... 11

Jurisdiction..... 11

Statutes And Regulations 11

Statement Of The Case..... 16

Reasons For Granting The Writ..... 81

Conclusion..... 93

INDEX TO APPENDIX

APPENDIX-A

Copyright Registration Number: VAu 94 504 Date Registered August 16,1985,Created in 1984, Title "Design Model Grassroots Bankcards" These are the Original Cards 1a

APPENDIX-B

Copyright Registration Number: Txu 265-707 , Date Registered August 22,1985 Created in 1984, Title "GRASSROOTS Bankcard Program"..... 4a

APPENDIX-C
Copyright Registration Number: Txu 315-201 Date Registered April 8,1988, Created in 1984, Titled "Original Specimen Grassroots Bankcard Program" 12a

APPENDIX-D
Copyright Registration Number-VAu 138-441, Date Registered May 9,1988, Created in 1985, Title "Grassroots Bankcards-II 19a

APPENDIX-E
Copyright Registration Number: VAu 143-203, Date Registered November 02,1988, Created in 1986, Title "Grassroots Bankcards-III" (PATENT PENDING TOO)... 25a

APPENDIX-F
Copyright Registration Number: Txu 315-201, Filed With Patent Office in 1984 Title "Original Specimen Grassroots Bankcard Program"..... 29a

APPENDIX-G
Copyright Registration Number:Txu 253-201, Date Registered August 22,1985;

Title "The Red Book"
Instructional Manual for Grassroots' Program Directors.....35a

APPENDIX-H
Copyright Registration Number: Txu 244-890, Date Registered August 16,1985; "Flow Diagram Of Grassroots Bankcards Process" Created in 1984..... 45a

APPENDIX-I
Defendants or Appellees Bankcards, Three Versions of the Infringing cards; Their Infringing Affinity Cards.... . 49a

APPENDIX-J

Judge Joseph E. Stevens Jr., U.S. District Court , Rules in two similar cases 51a

APPENDIX-K
Who Sired Rainbow Brite? K C TIMES, August 23,1985; A Lack Of Similarities Dismiss Favors Hallmark Cards,Etc... 53a

APPENDIX-L
Similarities of IDEAS, TRADE DRESS,CARDS

That look like another,all can be protected by Copyright Law; Blue Mountain Art Card Company Vs. Hallmark Cards,Inc., says the U.S.District Court in Denver, Tenth Circuit Court Of Appeals, And Other Courts, in other cases, in other states, all against Hallmark Cards Inc., since 1986, K C Times, Oct. 24,1988 and more K C Times Articles.....57a

APPENDIX-M

Plaintiff's Bankcards and Defendants' are put together for comparison; Not all versions are represented..... 63a

APPENDIX-N

First paragraph of Ms Kathleen Cabana's letter from the Copyright Office..... 65a

APPENDIX-O

Mastercard sues Hallmarks Inc.,K C Times Aug. 31,1984 ..... 67a

APPENDIX-P

Copyright Registration Number: Txu 253-202 Date Registered August 22,1985; Title, "The Blue Book" an Instructional Manual for the Grassroots Program Collectors..... 68a

APPENDIX-Q

Copyright Registration Numbers; Date Registered August 22,1985:

A) Txu 265-706=Route-66 Games

B) Txu 265-708=Good Credit USA

C) VAu 103-813=Tom 'N Leroy Comic Strip 71a

APPENDIX-R

Copyright Registration Number: VAu 98-293 Date Registered February 1986,Title Independent Design Card 75a

APPENDIX-S

COPYRIGHT REGISTRATION NUMBER: VAu 99-463 Date Registered August 28,1986,Title Design Model Grassroots Bankcards...76a

APPENDIX-T

List of all Copyright Registrations being Infringed on in this case... 77a

APPENDIX-U

Copyright Registrations On Library Of Congress Forms,with Seals;Two of them; in part..... 80a

APPENDIX-V

Debra Kay Hartman Vs. Hallmark Cards,Inc. "Rainbow Brite Idea"..... 82a

APPENDIX-W
Dun's Business Month,February-1986,Defendants' Editorial and Symbol of a Sample school on card..... 84a

APPENDIX-X
U.S.District Court for the Western District, Judge Joseph E.Stevens,Jr., Dismissed the case of H.L.LEWIS..... 86a

APPENDIX-Y
U.S.COURT OF APPEALSFOR THE EIGHTH CIRCUIT;PLAINTIFF'S APPEALS ARE DENIED... 91a

APPENDIX-Z
Lettersfrom Visa USA Inc., Charles Sammut..... 96a

APPENDIX-AA
Copyright Law
Copyright Law, taken straight from the Copyright Office (Library Of Congress' Booklets, Pamphlets,.....101a

APPENDIX-BB
The Copyright Book, WM. S. Strong,Pages-10/13 EXPRESSION AND NOT "IDEA" & SCOPE..... 106a

APPENDIX-CC
COURT ORDER OF NOV.23,1988.....108a

INDEX OF AUTHORITIES

Blue Mountain Arts Vs. Hallmark Cards Inc.
(1986,1987,1988 Denver,Co.)

Mastercard Vs. Hallmark Cards,Inc.
(1984,New York)

Hallmark Cards,Inc., Vs. Hallmark Dodge
(1986,Missouri)

Debra Kay Hartman Vs. Hallmark Cards,Inc.
(1985,1986,Missouri)

Baker Vs. Selden...100 Years Ago Supreme Ct.

U.S.Copyright Office, Circulars R1,R31,14

Writers' & Artist's Rights Book,By Don Glassman(1978)

The Copyright Book,By. Wm. S.Strong

Webster's New Ideal Dictionary...Copyrighted 1978.....By Merriam Publishers

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM 1989

NO._____

HAROLD L.LEWIS,

PETITIONER,

VS.

VISA USA INC., MASTERCARD INTERNATIONAL,INC., MELLON BANK, CHEMICAL BANK, CITIBANK, CHASE LINCOLN BANK, CHASE MANHATTAN BANK

RESPONDENTS

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT

THE PETITIONER,HAROLD L.LEWIS,RESPECTFULLY PRAYS THAT A WRIT OF CERTIORARI BE ISSUED TO REVIEW THE JUDGEMENT OF THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT,ENTERED IN THE ABOVE REFERENCED MATTER ON OCTOBER 3,1989(PETITION FOR REHEARING DENIED ON NOVEMBER 3, 1989 ; BOTH THE APPEAL AND REHEARING WERE DENIED)

OPINIONS BELOW

The opinion of the Eighth Circuit Court Of Appeals is reproduced in the Appendix here to (Appendix-Y and the District Court's Denial Judgement and Order,Filed April 17,1989 is reproduced in Appendix-X).

JURISDICTION

Mr. Lewis' Petition seeks review of the judgement of The Eighth Circuit Court of Appeals entered on October 3,1989. By order dated November 3,1989, the Eighth Circuit Court Of Appeals also denied Mr. Lewis' Petition for rehearing (Appendix-Y) This Court's Jurisdiction is invoked under 28 U.S.C// 1254(1)

STATUTES AND REGULATIONS

Copyright- A Copyright is the Legal Protection affored to original works of Authorship fixed in any Tangible Form

or Medium Of Expression, now known or later developed,from which they can be perceived,reproduced or otherwise communicated,either directly or indirectly with aid of a Machine or Device.(By:Don Glassman,"Writers" & Artist Rights" Book)

The Right To Adapt For A Derivative-work the right to adapt a Copyrighted work in order to produce a Derivative work overlaps the Right Of Reproduction more or less,since adaptation is a broader undertaking than just reproducing a fixed work. A derivative work may require re-casting,re-writing or adapting one or more pre-existing works.

To be condidered an infringement, A Derivative oradapted work must be based on a a Copyrighted work,resulting in a Translation,musical arrangement,dramatization, fictionalization, audio visualization,

sound recording, art reproduction,abridg-ment, condensation or any other form in which a work may be recast or adapted,in a clearcut violation, The Infringing Work Incorporates a Portion of the Copyrighted Work in some form. (By: Don Glassman, "Writers' & Artists Rights" Book)

LITERARY WORKS

Literary Works, are Copyrightable Works other than audiovisual works; They are expressed in words,numbers or other verbal or numerical symbols or indicia,such as in Books, Periodicals,Manuscripts,Photo-reccords,Films,Tapes,Disks or Cards.(The Terminology of Copyrights, are Definitions based on U.S.Copyright Law says,Don Glassman, in Writers' & Artists' Rights Book, Copyrighted 1978)

THE AUTHOR'S BILL OF RIGHTS

The Author's Bill Of Rights under the New Copyright Act, says in part, an Author's Exclusive Copyright of an Original Work begins on the day of its creation. By: Don Glassman from Section 201,Title 17 of the U.S.CODE. He also says in part, "every Copyright Establishes an owner's Basic Right To Reproduce,Adapt And Publish His Work."

THE RIGHT TO REPRODUCE OR COPY

The Right To Reproduce Or Copy,whether in copies or sound recordings, the right to reporduce carries with it the right to make or purchase the materials in which the work is fixed. A Copyrighted work is infringed either by reproducing it entirely or in some substantial part. Wide departures or variations from the origial work would still be an infringment if

an Author's "EXPRESSION" rather than his IDEAS are appropriated. In the context of Federal Law, the Basic Dichotomy between an Idea and the Author's Form or Individual Style of Expressing that Idea remains unchanged.

"Writers' & Artists Rights Book,By Don Glassman; Excerpts are part of the Exhibit Of Evidence in U.S.District Court/Exhibits

STATEMENT OF THE CASE

This is a clearcut case of copyright infringement by all Respondents with their Affinity Cards and Programs, Infringing on the Copyrights (Grassroots Cards and Programs Copyrights) of the Petitioner Mr. H.L.Lewis. (APPENDIX-A Through L)

CASE REFERENCES

Keep in mind all the Case References by both Courts(District and Appeals) The Plaintiff and/or Petitioners had real Trials. H.L.Lewis,Petitioner has never had a Trial in any Court. (Missouri) (REAL TRIALS AND/OR INJUNCTIONS)

The Petitioner H.L.LEwis,Copyright Artist, is poor,Pro Se, and Black. The Respondents are rich and White. (Mr.Lewis' Case was Dismissed and DismassalAffirmed

his Civil Rights have been violated,because there were not black people to help decide his fate.)

Mr. Lewis will also present case references of Copyright Infringement, that represents Real Copyright Infringement Trials that did occur that depicts Similiarity Of Products as a Real Copyright Infringement Issue.(Trials Were Held)

A. NO COPYRIGHTS

The Copyright Office, Ms Kathaleen Cabana said in a Documented Letter, that the Defendants/Respondents do not have any Affinity or Affinity Card Copyrights; Searching from 1978 through 1987.(See: APPENDIX-N)

B. ORIGINAL CONTACT

In August of 1985 The Plaintiff/Petitioner tried to sell his Grassroots Bankcards, Programs,Processes, and Ideas to the Defendants. They all said, they were not interested, and one told Mr. Lewis Good Luck in marketing his Grassroots Bankcard Program,etc. And within about a year the Defendants had his Bankcards,Programs, and Concepts on the market under Affinity cards.

In July of 1986, only then did Mr. Lewis realize that the Defendants indeed had stolen his Grassroots Bankcards and Programs Products(Copyrighted Products) See: USA Today Article 7/85,AFINITY

Grassroots Bankcards And Programs exist in over 10 Different Copyrights, and each is a Separate Entity.

Both Literary Works Copyrights and Art Work(Visual) Copyrights on how the Grassroots Bankcards Look(SIMILARITY ISSUES)

Mr. Lewis has compiled over 80 Pieces of Evidence against all of the Defendants, that he was not able to present in any Federal Court in Missouri. Poor and Black he is Still Powerless to stop them.

Mr. Lewis had and still has Grassroots Bankcards and Programs Patent Pending Long before he sent them to the Defendants. (And to date they have not failed a Patent Search,in the Patent Office. They did not exist before Grassroots Bankcards and Programs.) American Express told Mr. The Grassroots Bankcards were Good, Good Luck too! But they did not try to steal!

C. VISA USA,INC. LETTERS

In a Letter dated August 11,1986(CERTIFIED LETTER from Visa USA Inc., By Mr. Charles P.Sammut Patent,Trademark, and Copyright Counsel) Mr. Sammut wrote in part,"As you may know, neither Visa International nor Visa U.S.A. Inc. engage or solicit Affinity Groups with respect to Visa Card Program. Such Groups either contact, or are contacted by those Individual Financial Institutions which issue Visa Cards. Furthermore,Visa Cards have been offered by Visa Issuers to members of Affinty Groups since long before your Disclosure Under The Agreement forSubmission of Ideas and Materials. None of the Affinity Groups Program require Cardholders to wear the hat which your Proposal Requires."

This last line by Mr.Sammut shows that my Grassroots Bankcards and Programs are

different from their old Affinity Cards and Programs; And they didn't have any of that copyrighted either. (Their Old Affinity Cards never expressed a Symbol and/or Emblem of the Non-Profit Organization on the card, nor were they through the sponsoring Non-Profit Organization. And much more in programs per organization.) See: APPENDIX-Z (Start at 96a)

In another letter from Visa USA Inc., dated October 29,1985 Mr. Sammut,their Counsel, wrote in part,"We have determined that the material which you submitted is not of interest to us at this time. We do, however,appreciated the opportunity to examine your idea.

Thank you for considering Visa. We wish you success in marketing your Grassroots Bankcard program.

Very Truly Yours,

Charles P.Sammut
Patent,Trademarks and
Copyright Counsel"

See: APPENDIX-Z ,Start at 96a

In a third letter from Visa USA,INC., dated November 13,1985 Mr.Sammut,their counsel, wrote in part,"In answer to your first question, Visa does not have any objections to your attempt to market this program to individual banks.How rver,since Visa does not in any way sponsor or endorse your program,we would express our strongest objections to any such reference.

With respect to your second question,until one of our members has a proposal to us with respect to its Visa Card Program, it would be premature for us to make any such decision.

again,we wish you sucess in your endeavors

Very Truly Yours,

Charles P.Sammut
Patent,Trademark andCopyright Counsel

Visa USA Inc.letters from Mr.Charles shows that they were in the process,at that time, of developing my Grassroots Bankcards which is different from anything they had ever seen, and at the same time they held me back.

D. MASTERCARD LETTER

In this letter from Mastercard they may have been marketing a Bankcard to Groups, but they were not marketing them the Grassroots Bankcard way,according to Copyright Registration VAu 94 504. This Registration for the first time puts Symbols and Emblems of Non-Profit Organizations on Bankcards. (Cards can have Copyright Protection,like Hallmark Cards,Etc.)

This letter from Mastercard is from,Patrica Singleton,Legal Assistant:

August 22,1985

Dear Mr.Lewis:

Thank you for your letter of August 15, 1985 in which you explained your idea for a new card program.

Regretfully,I must inform you that Mastercard has no interest in pursuing with you your idea forthe Grassroots Bankcard Program. I am enclosing,herewith,all the materials you have sent to Mastercard International.

For your information Banknet is a Trademark

Used by Mastercard for its communications and settlement system. In addition,we have programs where cards are issued by the banking institution in conjunction with different organizations.

Thank you very much,however,for your contin ued interest in the Credit Card Business and for bring your ideas to our attention.

Very truly yours,

PATRICIA SINGLETON

LEGAL ASSISTANT

Mastercard nor Visa never said they had these types of cards on the market first, nor did they say they had any Copyrights for them.

Plaintiff has over 10 Different Separate Entity Grassroots Copyright Registrations.

See: APPENDIX-L ' Start at 57a

E. MEDIA TREATMENT(ARTICLES) IN PART

USA Today Newspaper,Article,"You Can Be Card Carrying Club Member" Dated July 30

1986. It said in part,"Like any other Visa or Mastercard , these "Afinity Cards" are issused by banks. They bear the logo of the Sponsoring Group,etc."

"Among the Current Sponsors: SIERRA CLUB. National Rifle Association,American Automobile Association,and College Alumni Groups. Praise The Lord Club and some Catholic Charities."

"But Bankers think an Affinity Cardholder will promptly pay because of "spillover Loyality" from the Group to the Credit Card Bill and because the Group gets a cut says, Pollock." Written by: James Cox, USA Today

DUN'S BUSINESS MONTH, Article dated February 1986,written by Elizabeth Kaplan, Titled, "A Hot New Strategy For Credit Cards" banks reap new accounts by tapping loyalty to other organizations. The Old

School Sells.

Ms Kaplan wrote in part,"The hottest new strategy is affinity-group marketing which the bank targets organizations of people with common interests. By forming cooperative pacts with clubs and other associations or other finacial-service firms,etc.

Many banks are convinced that the most receptive affinity groups are non-profit organizations such as professional fraternal or veterans groups.

The hottest area is college alumni organizations (according to Bennett. "People seem to want to flash the old lion or tiger. They like to trot it out and show its colors."

The A.F.L.-C.I.O is considering bids form at least three of the Nation's top twenty bankcard issuers to provide a Mas-

tercard package for its members. An endorsement by that 14 million member national labor organization should promote affinity group marketing to the big leagues.

Keep in mind at press time for this article the Plaintiff's Labor Union Bankcardalready existed under copyright Registration number VAu 94 504,dated copyrighted August-1985,Title "Design Model Of Grassroots Bankcards."

One of these bankcards was for a labor uion Bakery Union Local-218 here in Kansas City with AFL-CIO Affiliation, the bankcard has a Symbol of a "LOAF OF BREAD ON IT."

My labor union bankcards existed while the defendants were in the planning stages.

SEE: APPENDIX-B AND APPENDIX-C ,

Plaintiff has another labor union bankcard and other bankcards filed with the U.S.Patent Office as early as November -1984. See: APPENDIX-A

My real bankcards that exist, are not just an idea....Plaintiff's COPYRIGHTED EXPRESSION has been stolen and violated by the defendants. The Grassroots and Affinity Bankcards are so similar that the public can not tell them apart.

Copyright Registrations: VAu 94 504, Txu 315-201, Txu 265-707, and Txu 244-801 all are real bankcards that exist and real bankcard programs the exist as of 1984 and copyrighted in 1985. See the complete bankcards and programs in Appendix-A through G

Just like the greeting cards, of Hallmark Cards Company, "Personal Touch Line", and Blue Mountain Arts Inc., "Airbrush Feelings and Watercollor Feeling Lines",

were to similar for the public to tell them apart. Blue Mountain Arts Inc., Received an injunction against Hallmark Cards, but Plaintiff/Pro se in this case against Visa USA Inc., Mastercard International Et Al never had a trial in any court.(NOR AN INJUNCTION)
See: APPENDIX-L ,Start at 57a

Plaintiff has created bankcards for colleges,churches,unions,social organizations,etc. Plaintiff uses such symbols as the cross a Christan Religious Symbol, Cap and diploma,Scroll, Loaf of Bread, a Ham, Stalk of Wheat,Star of David,Etc. All Symbols andEmblems of Non-Profit Organizations such as churches, union, Labor Unions,Schools,Clubs,Social and Professional Organizations...The Copyright are written,shown, and expressed visually this way. Millions of Derivative Copy_ right

Infringement work dollars are being Generated daily by all the defendants and more banks.

Plaintiff has these Symbols Copyrighted on such bankcards as American Express Card,Visa Card, and Mastercards. (American Express and Masrercard told me to copyright my work before I expose it.)

INJUNCTIVE REFIEF- Plaintiff filed three motions(Injunction Motions) and was also denied as usual in Judge Stevens' District Court, inspite of overwhelming evidence exposed against all defendants.(Motion Of November 23,1988)

INSTITUTION INVESTOR MAGAZINE in an Article dated May 1988,it says in part "Bank of New York" A perfect example of the power of some affinity groups is Bank of New York's program with the AFL-CIO in 18 months,the bank signed up 1.5

Million Accounts a penetration of 11.5 per cent of the membership of the 68 participating unions."

Plaintiff's copyrights' are so complete that they cover unions,Labor Unions,Schools,Colleges,Professional and Social Organizations.

INSTITUTION INVESTOR MAGAZINE-in part an article dated May 1988, it says,"Bank of America,Chemical and Especially Citibank have been active on campuses. Indeed,one out of five of Citi's New Cardholders last year was a student."

INSTITUTIONAL INVESTOR MAGAZINE-in part an article dated May 1988 it says in part "Citibank-NFL VISA CARD; Spencer Nilson, Banking Newsletter Writer/Editor, says he estimates that they have 375,000 membership,and could become one of the dozen

most important Affinity Cards in the country, with as many as 750,000 Card - holders."

Keep in mind, Spencer Nilson is the same person that said, in the K.C. Star Paper, 1984 a few years back, "Bankcards were not going to grow." (U.S.DISTRICT COURT/EXHIBIT)

INSTITUTION INVESTOR MAGAZINE-in part, Article dated May 1988,"Chase Manhattan Bank is offering Equestrians a Bankcard with Two Horses...." these Two Horses are Symbols, and in direct violation of my Copyrights, and so is the NFL VISA CARD, with the Helmet of each Football Team on their Bankcards all across America.

Citibank and theNFL says stick Helmet of the team you want on the card in their Mailing Promotions.....

Keep in mind Mr. Charles Sammut of Visa USA INC.,said to the Plaintiff in a letter dated August 11,1986(CERTIFIED LETTER) "IN ANY CASE, TO OUR KNOWLEDGE NONE OF THE AFFINITY GROUP PROGRAMS REQUIRE CARDHOLDERS TO WEAR THE HAT WHICH YOUR PROPOSAL REQUIRES." (U.S. DISTRICT COURT/EXHIBIT)

INSTITUTIONAL INVESTOR MAGAZINE- in an Article by Mr. Saul Hansell,Title:"CARD WARS" dated May 1988, he wrote in part, "There are endless number of organizat ions. But what's most surprising about the range of Personal Expression Pop-ping up on a heretofore somber Financial access devices is that bankers might finally be getting hip,and more about EXPRESSION. (EXHIBIT)

If there is an air of Desperation around that Launch of many of these

programs, it's because credit cards are one of the few TRULY PROFITABLE Business es that banks have left. Plagued by increased reserves for third world debt the 200 Largest U.S. Banks lost a combined 2.1 Billion Last Year;Take away their credit card profits and the loss would doubled.

CITIBANK alone earned more on its $17 Billion Credit Card Portfolio than on its entire $75 Billion wholesale lending business.

This can also be seen in Plaintiff's Tip OF THE ICEBERG MOTION, Filed with District Court on March 21,1989.

THE KANSAS CITY STAR PAPER- December 31, 1987, and from the Associated Press, said in an article, in part,"FANS OF THE KANSAS CITY CHIEFS Who use creditcards to make purchases can show their Team

Spirit and receive some extra benefits by using a New Citibank NFL Visa Card. The New Special Edition Card Features the Chief Helmet and The Team"s Red,Gold and White Colors.

Mr. Brian Hughes of the NFL Properties, said the NFL will get a per centage of the card fees and interest payments on sales generated with the cards,etc. He also said at least 5 percent of the sales generated by the cards would be donated to NFL Charities Inc. Spencer Nilson said Citibank might get 500,000 New Card Accounts through the program."

CHANGING TIMES- Article,dated November 1987,Title: "CREDIT CARDS REV UP THE COMPETITION" say in part, "Mellon Bank issues Special Visa Cards for Golfers and Sailors....These Life Style Cards are among the Latest Inspirations of

Credit Card Marketers." (Pages 19 Through 27 are all U.S.District Court/ exhibits of Evidence,Original

BUSINESS WEEK/DECEMBER 21,1987,Article says in part,and Titled: "Credit Card" More Combat, More Casualties"
"Bank of New York Doubled its card base this year,to 1.9 Million , by offering low cost cards though the AFL-CIO that that allow borrowers tosuspend payments in the event of a strike."
Plaintiff Created a Union Card as Early as 1984(DOCUMENTED)

A & B ENTERTAINMENT/ MAY 7,1988, Article Titled: "Pro Sports Franchises,banks work together in promotion of team affinity credit cards" by Linda Deckard,says in part "Professional sports franchies have gone to the banks(or vice versa) in

droves this year,signing on for Affinity Card Programs.

The Philadelphia Flyers of the National Hockey League are the latest to announce a deal working with Provident National Bank and involving Mastercard and Visa.

The New York Giants were probably the first pro sports to Launch a Program, having run it last season and reportedly having signed on as many as 10,000 Cardholders.

Plaintiff's Copyrights covers Professional Organizations,Social Organization , Non-Profit Organizations, Unions,Schools,Etc., Separately and together for cards and programs, his Copyrighted works were written that way (DOCUMENTED)

THE A & B ENTERTAINMENT goes on to say,

"The Card either Visa or Mastercard, feature a full color action photo of the Flyers and benefit the holder with discount s....The Card Design is subject to Guildelines set down by the credit card companies, regarding size of bank name compared tosize of organizations' Logo, for Example. These are rules we've all Memorized, Jacob said."

EBONY MAGAZINE October -1989 :
Defendants' have created a bankcard for black college students called Real Black Power. The cards advertised have two college graduates on them,with graduation caps and gowns on them. Plaintiff hs already created bankcards for colleges; and one of the college cards he created has the college graduation cap AND diploma on it.

THE EIGHTH CIRCUIT COURT OF APPEALS-

It said that Affinity Card Marketing could not be protected by copyright. Well why has the defendants' Copyrighed this Black College card, they call Real Black Power. It says on the cards' advertisement and promotion...America's Black Colleges..."Copyrighted 1988 Affinity Card Marketing Inc." take from the October Center Of Ebony Magazine-1989 Plaintiff(Bankcard with Cap & Diploma) is very very similar to defendants' (Bankcards with Graduates in Cap & Gown) They stole the Plaintiff's COPYRIGHTED EXPRESSIONS,ETC.

THE KANSAS CITY STAR PAPER-By: Diane Stafford, May 7,1984,Titled: "Pressure High in Credit Card Industry" Fifty per cent of the article were quotes from Spencer Nilson.

SPENCER NILSON'S QUOTES or writings

from this article is the reason that inspired plaintiff to create his Grass roots bankcards. Plaintiff is an inspirational Copyright Artist and Inventor. He creates when the spirit hits him.

Some analysts believed the credit card market was Saturated. They said, "Companies in the busness are fighting among themselves for larger pieces of a more-or-less static pie."

"IT IS NOT A GROWING MARKET, "SAID SPENCER NILSON (SPENCER NILSON is a Credit Card Expert Writes A Credit Card Industry Newsletter)

He said,"Bank Cards Especially aren't going to grow. People have all the can use now. They won't carry three different bankcards anymore. They don't need that many. He said Visa reports

105 Million Cardholders and Mastercard says about 91 Million Holders. Mr.Nilson said he expects the number of bankcard users to hold at 108 Million."
Mr. Nilson also said,"He had a Gloomy Forecast for the future of Mastercard's PREFERRED CUSTOMER GOLD CARD AND VISA'S PREMIER CARD."

Mr. Nilson ssid, "So-Called PREMIUM BANK CARDS aren't going anywhere."

THE TODAY SHOW, SPENCER NILSON told Betty Ferness, about tje Affinity Cards. "That these bankcards are now being marketed by a New Way . And people are being TARGETED that have never had a bankcard,plus they help their Affiliated Organization Plaintiff has a copy of the audio tape is enclosed See: TODAY SHOW AUDIO-I) Dated; Spring-1986" PLaintiff recorded the Spencer Nilson interview The To-

day Show.

F. IMPORTANT LETTER AND DATA

KATHLEEN M. CABANA,BIBLIOGRAPHER, REFERENCE & BIBLIOGRAPHY SECTION OF THE COPYRIGHT OFFICE DATED: February 4,1987. Here is the first paragraph of her letter, she wrote,

"This refers to your letter of October 4,1986, our search in the appropriate copyright office indexes and catalogs that include works cataloged from 1978 through January 16,1987 UNDER THE NAMES VISA USA,INC, AND MASTERCARD INTERNATIONAL,INC., AND THE TITLE AFINITY(AFFINITY) CARDS DISCLOSED NO SEPARATE REGISTRATION FOR A WORK IDENTIFIED UNDER THESE NAMES AND THIS SPECIFIC TITLE."

AMERICAN EXPRESS CO., LETTER, Dated August 27,1985 By Mr. James T.Blann,Vice PPresident Business Development, he wrote in part, "W e now have had a chance to review your idea for the Grassroots Bankcard Program. While we think the idea has merit and potential consumer benefits, we do not believe it fits with our planned marketing strategies. Thus, we will not be pursuing the area with your organization.

We welcome any future suggestions that you have for Anerican Express. Also,we wish you success as you pursue this opportunity."

Visa USA INC., DISCLOSURE AGREEMENT- Plaintiff signed this agreement on August 16,1985. Their agreement says nothing about Copyrights orCopyrighted

Products. They have no right to infringe on the Plaintiff's Copyright . works. The signing of this Agreement and Registration of two original Grassroots Copyrights carry the same date August 16,1985. But Copyrighted works are eligible for and carry Copyright Protection on the first day ofCreation.. (VAu 94 504 AND Txu 244 801 Registration)

" MASTERCARD INTERNATIONAL

DISCLOSURE AGREEMENT "

Plaintiff signed this Agreement on May 22,1984,but keep in mind Plaintiff did not send his Grassroots Bankcards & Programs to Visa, Mastercard, or any firm until August of 1985. Their Agreement said in part,"Any payment which will be made ot me for any use which you or your subsidiaries may at

any time make of the idea, whether such use shall take place before or after rejection of the idea or before or after acceptance of the idea by you will be mutually agreed on."

CASE NO. 88-0387-CV-W-8- WHEN THIS CASE AND ALL FILINGS WERE TRANSFERRED from the District Court in Kansas City,Missouri to the Eighth Circuit Court of Appeals, some how the Case Number OF the District Court got changed to Case NUMBER 88-387-CV-W-8. Plaintiff asked Appeals and District Courts to correct the change in a MAILGRAM dated November 11,1989.

PLaintiff feels this error was caused by the U.S.District Court in Kansas City, and could have caused locations problems for the Plaintiff's

case filings and original Motions Filed.

G. COPYRIGHT REGISTRATION LIST

These Copyrights are more than an idea. They are COPYRIGHTED VISUAL EXPRESSIONS, Cards, Programs,Processes,Concepts,Etc.

1. VAu 94 504- DESIGN MODELS OF GRASS-ROOTS BANKCARDS; Dated August 16,1985; Created/1984 One Of These Real Existing Bankcards Is A Union Card, A Labor Union In Kansas City With AFL-CIO Affliation A BAKERY UNION LOCAL-218; Dun Business Month Magazine of February/1986 said a Union Card was to be marketed in the future ,etc.

2. TXu 265-707, GRASSROOTS BANKCARD PROGRAM; August 22,1985,Created 1984; It names the specific organizations the Bankcards would be offered or marketed

through. (Churches, Unions, Schools,Etc Six Pages)

3. TXu 315 -201, ORGINAL SPECIMEN, GRASSROOTS BANKCARD PROGRAM;DERIVATIVE, APRIL 8,1988;Created June 11,1984

U.S.PATENT OFFICE.

4. Txu 244-801- FLOW DIAGRAM GRASS-ROOTS BANKACRD PROGRAM,AUGUST 16,1985.

5. VAu 99 463 (DERIVATIVE) DESIGN MODELS GRASSROOTS BANKCARDS

6. VAu 121-883, Supplementary Registration,12/14/87 Add Artwork

7. VAu 98 293 "GRASSROOTS, AN INDEPENDENT BANKCARD ,FOR G.R.B. PROGRAM FEBRUARY-86

8. TXu 265-706,ROUTE-66, Newsletter Section Games of Chance,Aug. 22,1985

9. VAu 103 813,TOM N' LEROY; Comic Strip in Newletter, August 22,1985

10. TXu 265-708, "GOOD CREDIT USA" A Newsletter For The Grassroots Bankcard Program, August 22,1985.

11. TXu 248-230, "THE RED BOOK" AN ORGANIZATIONS" GUIDELINES BOOK FOR THE G.R.B.PROGRAM,AUG. 22,1985

12. Txu 253-202, "THE BLUE BOOK" INSTRUCTIONAL MANUAL FOR COLLECTORS,AUGUST 22,1985

13. Txu 253-201,"THE RED BOOK" INSTRUCTIONAL MANUAL,for Directors, August 22,1985... DIR. FOR NON-PROFIT ORGANIZATIONS

14. VAu 138-441 and Vau 143-203 NEW CARDS THESE TYPES OF BANKCARDS ARE ALSO PATENT PENDING, SO <u>THEY PASSED A PATENT SEARCH</u>.

PATENT PENDING ONEWAY AND ANOTHER SINCE MAY OF 1984.

See the copied products themselves in APPENDIX-A; APPENDIX-B Start 3a'APPENDIX - C start at 7a; APPENDIX-D start at 10a; APPENDIX-E start at 14a; Etc. APPENDIX-T

H. SIMILARTIES CARBON COPIES,ALL ARE EXACTLY ALIKE

Judge Joseph E. Stevens, District Court Dismissed the case on a summary Motion although the defendants had No Copyrights for Affinity Cards at that time. (MISSOURI)

The Appeals Court(Eighth Circuit/Mo.) Dismissed this Copyright Infringement Case, and used the case Hartman Vs. Hallmark Cards Inc.,1982 To show the Appellant that in this case,"SIMILARITY OF IDEA PRESENTS NO INFRINGEMENT QUESTION

Although Copyright Infringement goes farther in this case than Similarity of Idea, Hallmark Cards,Inc., won its case RAINBOW BRITE STORY, Against a lady in Branson,Missouri for a her story's LACK OF SIMILARITIES...

Now in the case Blue Mountain Arts Inc., Vs. Hallmark Cards Inc., Blue Mountain got its Injunction because of so many SIMILARITIES . (District Court in Denver,Colo.) Also because of so many similarities in both Hallmarks' Personal Touch Greeting Cards and Blue Mountains' Airebrush Feeling and Water Color Feeling Cards that the Tenth Circuit of Appeals in Denver Affirmed the Low Courts Injunction...May 27,1988 Kansas City Star ...(INJUNCTION/1986)

The article said,"In Tuesday's decision the Appeals Court Affirmed the

Injunction Order saying the Lower Court was correct in determining that the combination of features making up the trade dress, or the overall appearance, of Blue Mountain's Cards can be Protected."

It continues, "The Injunction is part of a $50 Million Lawsuit that Blue mountain Arts, Inc., of Boulder, Colo., Filed against Hallmark in July 1986. It Bars Hallmark's Production Of Similar Cards until the case is resolved."

Susan Schutz of Blue Mountain Arts said, "One of the things that Stephen and I learned is that it is possible to stand up for your rights no matter how small you are or how big the OPPONENT IS."

Stephen Schutz, Of Blue Mountain Arts, "Hallmark Just Blatantly Copied

our cards,etc."

-GRASSROOTS VS. AFFINITY-

Now in the case Harold L.Lewis V. Master Card International, Visa USA,Inc.,et al. The Defendants also copied the plaint--ff's Cards and Programs; They are all so similar that the public can not,if I had them on the market, tell them apart. These are Real Cards on wood, PLASTIC, OR PAPER.

Both their Affinity Cards and My Grassroots Cards carry SYMBOLS AND/OR EMBLEMS OF NON-PROFIT ORGANIZATIONS ON THE BANKCARDS.

1. Both CARDS HAVE SYMBOLS of Non-Profit Organizations on them(SAME)

2. Both cards are marketed through the Non-Profit Organization ...Not to its

members.(SAME)

3. Both Cards Requires the Directors of the Organizations to work with their members to get a bankcard of this type.

4. Both Cards says the organization will be paid for their services (SAME)

5. BOTH CARDS GOES TO THE SAME ORGANIZATIONS:

A) LABOR UNIONS

B) SCHOOLS & COLLEGES

C) CHURCHES

D) MOTORCYCLE CLUBS

E) NON PROFIT ORGANIZATIONS

F) SOCIAL G) PROFESSIONAL

THEY ARE WRITTEN IN THE COPYRIGHTS THIS WAY, OR LITERARY EXPRESSED... DEFENDANTS HAVE NO COPYRIGHTS

6. Both cards carry the names and titles of the members and Non-profit

organizations on the bankcards...Plus the Non-profit organizations' Symbol TOO! "A NEW VISUAL EXPRESSION AND LOOK FOR BANK CARDS."

7. Both Cards come to members through the brotherhood of the sponsoring organization; not just a simple mailing list. Members show love, Pride And Presitage by owning, showing, andcarrying the Card. Like the NFL Visa Card , with the Helmet or Hat of the football teams on the Bank Cards; And the College Graduation Cap or Hat on one of the Plaintiff's Grassroots Bankcards; Keep in mind all are Professional and Social Organizations (Both Cards Affinity & Grassroots) LITERARY & VISUALLY EXPRESSED

BETTY FERNESS, SAID ON THE NBC TODAY SHOW,THE ORGANIZATIONS SHARES IN THE BANK'S PROFITS."

8. One Grassroots Card--One Grassroots Bankcard fora Chuch has a RELIGIOUS SYMBOL ON IT ,A CROSS; ANOTHE HAS THE STAR OF DAVID; NON-PROFIT, SOCIAL, AND PROFESSIONAL ORGANIZATIONS' SYMBOLS ON THESE BANKCARDS IS A NEW VISUAL EXPRESSION OF THESE CARDS TO THE WORLD.

AND THEY HAVE GENERATED NEW BUSINES AND PROFITS FOR AFFINITY CARD MARKETING BANKS AND DEFENDANTS.

SEE: APPENDICES-AA,BB,

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1. APPELLANT BRIEF I THOUGH XXV ORIGINAL FILING WITH THE EIGHTH CIRCUIT COURT OF APPEALS IN ST.LOUIS:

I. EXHIBIT LIST

THE Exhbits List of 82-Exhibits is enclosed.

II. EXHIBITS-82

82-EXHIBITS OF EVIDENCE IS ENCLOSED

III. BIAS JUDGEMENT

How can the APPELLEE/DEFENDANTS WIN A COPYRIGHT INFRINGEMENT LAWSUIT, OR GET IT DISMISSED, WHEN THEY DO NOT HAVE COPY RIGHTS FOR AFFINITY CARDS & PROGRAMS. SEE: EXHIBIT-77,LETTER FROM COPYRIGHT OFFICE, Ms. Kathleen Cabana

IV. SAD DAY FOR JUSTICE IN FEDERAL COURT

MOTION OF APRIL 19,1989

A Poor Copyright Artist can not win a Copyright Lawsuit when he is the only one that has Copyrights. Appellant is degreed, College Educated, but not an Attorney, and isn't totally igmorant of Legal Termonology as Judge Stevens implied. It does not take a legal mind to see the facts, true facts in

this case; And Grassroots was created for Mass Marketing...Many Groups and Combinations there of.

V. EVIDENCE SHOWS

There was Original Cobtact with Defendants/Appellee. See the letters from Visa USA INC., By Mr. Charles Sammut, Exhibits-11,12,13,14, Plus Mastercard's Letter, Exhibits-16 & 17

See: All Copyright Registrations,Visual and Literary.

VI. JUDGE STEVENS' BIAS RULING

A) THERE are diffeent Degrees Of Copyright Infringement,per Copyright Registration, from 1 to 100% one stroke of a Judge's pen wipe out all 10 plus Copyrights, and more to be Derivative made , future.

B) Judge Stevens reference to my work

as, in some cases as Ideas & Concepts, Charles Sammut Of Visa in a letter reference my work as a proposal, the copyright Office REGISTERED MY Copyrighted Literary, as PROGRAMS.

VII. 10 DAYS BEFORE TRIAL

After meeting in Judge Stevens' chambers, and Exchanging Exhibits of Evidence with the opposing Attorney K.T. May, the case was Dismissed on a Summary Motion, without Copyrights, of any kind

VII. DEFENDANTS

THE DEFENDANTS AND NOW APPELLEE HAVE NO AFFINITY CARD COPYRIGHT REGISTRATIONS (SEE:EXHIBIT-77)

IX. PROCESS OF SERVICE

Defendants complained of Process of service,they didnot complain about the process of service when I mailed them my

Grassroots Bankcard Bankcards and Programs in August of 1985, in fact Mr. Charles Sammut of Visa USA INC., urged to sign the Disclosure Agreement and Mail it back August 13,1985. Mastercard Letter also came by U.S.Postal Service.

X. AFFIDAVITS

The Case is about real United States Of America COPYRIGHTS. Mr. Sammut said my Proposal was different,because theirs do not have to wear the Hat,Reference all Affinity Group Programs. See: Exhibit-14 CERTIFIED LETTER FROM VISA USA INC. These Affidavits reference the Idea of getting a MAILING LIST ONLY.

The Groups Managers & Directors not work with their members as the Grassroots Programs does...Directors work with and through the members and not a

BANK WORKING TO. (Directors work with the members to get their payments in on time, plus it, the Bankcards Come Through the Brotherhood of the organization, and more...No Symbols & Emblems of Non-Profit Organization either,and more

XI. TRIAL HELD

THIS TRIAL SHOULD BE HELD OR MOVED BACK TO KANSAS CITY,MISSOURI,811 GRAND, U.S. DISTRICT COURT, BECAUSE I GOT A RAW DEAL, BIAS PREJUDICE DECISION AT THE HANDS OF JUDGE JOSEPH E. STEVENS.

PLUS THE TRIAL IN ST. LOUIS WILL WORK A HARDSHIP ON THE POOR APPELLANT.(A SUBSTITUTE TEACHER)

XII. DENIALS

JUDGE JOSEPH E. STEVENS DENIED 99% OF ALL THE PLAINTIFF'S MOTIONS. PLAINTIFF IS DEGREED, AND NOT STUPID AND ON APRIL 17,1989 HE WIPED OUT ALL REMAIN-

ING MOTIONS WITH A STROKE OF HIS PEN. HE SAID THEY ARE MOOT.

XIII. C.SAMMUT/VISA LETTER

Mr. Sammut would not lie in his letter of August 11,1986. Exhibit-14 he said in part, "in any case, to our knowledge, nonw of the Affinitv Group Programs Require Cardholders to wear the Hat which your proposal requires."

This should Nullify the Judges' Dismissal Order, and all Affidavits signed by the Defendants in their Frivolous Motions.

XIV. DISCOVERY MOTION

Judge Stevens ruled in favor of the Defendants' Discovery Motion(Proposed Scheduling); said the Plaintiff was not cooperating, and did not rule on the Plaintiff's Proposed Scheduling, of

6-25-88, until April 17,1989 (PLAINTIFF'S MOTION FILED JUNE 25,1988, DENIED APRIL 17,1989, ONE OF THOSE ONE STROKE OF THE PEN --MOOT NOW)

THE PLAINTIFF FILED HIS PROPOSED SCHEDULING FIRST, BUT GOT RULED ON LAST. IT WAS RULED ON IN THE DISMISSAL RULING BY JUDGE STEVENS.

SEE: JUDGE STEVENS ORDER OF 11-23-88 & ORDER OF 4-17-89 (BOTH)

XV. MAILING LIST

What Judge Stevens was referring to, when he said the Defendants were Marketing to Special interest Group as early as the late 1970's. Defendants only purchase or got MAILING LIST OF MEMBERS

The bankcards were marketed to and not through members,etc. Plus the cards did not carry the symbol and/or emblem of the organization on the bankcards.

Judge Stevens AAA is not +++

American Automobile Association. The late 1970's is not like Grassroots,and not Copyrighted either.

Defendants do not have anv late 1970's Affinity Copyright Registrations either, as Judge Stevens referred to their earlv marketing of late 1970's.

See: TIP OFTHE ICEBERG MOTIONS(THEY EXPLAINS THIS)

XVI. SIMILARITIES

THE GRASSROOTS & AFFINITY BANKCARDS ARE THE SAME SEE THE SIMILARITIES IN THE EXHIBIT-82, PARTS A,B,C & D; TRIAL BRIEF 1 & 2 (4-11-89)

XVII. ORIGINAL CONTACT

Original Contact can be seen in the letters from four of them from Charles Sammut and one from Mastercard Inter-

national,Exhibits-11,12,13,14,15,and 16; DISCLOSURE AGREEMENTS TOO!

ALL THE 82 EXHIBITS OF EVIDENCE IS PART OF AND INCLUDED IN THIS APPEAL BRIEF, OF THE APPELLANT.

XVIII. KATHLEEN CABANA

Kathleen Cabana of the Copyright Office says in a Letter to the plaintiff dated 02/04/87 "Our search in the appropriate Copyright Office Indexes and Catalogs that include works Cataloged from 1978 through January 16,1987 under the names Visa USA Inc., and Mastercard International,Inc. and the title Afinity (AFFINITY) CARDS disclosed NO SEPARATE REGISTRATION for work identified under these names and this SPECIFIC TITLE." SEE: EXHIBIT-77

XIX. COPYRIGHTS

PLAINTIFF OWNS COPYRIGHT REGISTRATIONS FOR GRASSROOTS BANKCARDS & PROGRAMS,SUCH AS:

A) VAu 94 504 DESIGN MODELS OF GRASS ROOTS BANKCARDS

B) Txu 315-201 ORIGINAL SPECIMEN, GRASSROOTS BANKCARD PROGRAM

C) Txu 244 801,FLOW DIAGRAM OF GRASS-ROOTS BANKCARD PROGRAM

D) Txu 253-201, THE RED BOOK

E) VAu 143-203, GRASSROOTS BANK-CARDS-II;AND MANY MORE COPYRIGHTS TOO!

SEE: EXHIBITS---39,40,42,51,75,(1985

XX. DISCLOSURE AGREEMENT

THE DISCLOSURE AGREEMENTS WERE MAILED TO THE APPELLANT FORHIS SIGNING, BY U.S. MAIL, AND HE DID NOT COMPLAIN ABOUT THE

PROCESS OF SERVICE TO THE DEFENDANTS.

XXI. INJUNCTIONS

THE FILED THREE INJUNCTION MOTIONS AND THE JUDGE DENIED ALL OF THEM, AND THE LAST ONE WAS A DERVIATIVE/INJUNCTION MOTION WIPED OUT ON 4-17-89 IN THE DISMISSAL, AND MOOT NOW.

PLAINTIFF SHOULD HAVE RECEIVED AND INJUNCTION BACK WHEN THE FIRST INJUNCTIVE MOTION WAS FILED. BECAUSE OF THE AMOUNT OF EVIDENCE AND COPYRIGHTS. (THE LAST INJUNCTION MOTION WAS FILED ON MARCH 2,1989; THE EXHIBITS OF EVIDENCE,44 EXHIBITS WERE RETURNED TO THE PLAINTIFF/ APPELLANT ON SEPTEMBER 13,1988 SO JUDGE JOSEPH E. STEVENS NEW WHAT THE PLAINTIFF OWNED. (HE ORDERED THE RETURN OF THE 44 EXHIBITS) COPYRIGHTS, CARDS, PROGRAMS,ETC.

XXII. APPELLANT WANTS

Appellant wants Judge Stevens" Dismissal Order of April 17,1989 REVERSED;AN INJUCTION againts All Defendants/Appellee; And a Trial Ordered in Kansas City, Missouri' District Court.

XXIII. THE COPYRIGHT BOOK

DON GLASSMAN SAYS, " A COPYTIGHT WORK IS INFRINGED EITHER BY REPRODUCING IT ENTIRELY OR IN SOME SUBSTANTIAL PART. WIDE DEPARTURES OF VARIATIONS FROM THE ORIGINAL WORK WOULD STILL BE INFRINGEMENT IF AN AUTHOR'S "EXPRESSION" RATHER THAN HIS IDEAS ARE APPROPRIATED."

"IN THE CONTEXT OF FEDERAL LAW, BASIC DICHOTOMY BETWEEN AN IDEA ANDTHE AUTHOR'S FORM OR INDIVIDUAL STYLE OF EXPRESSING THAT IDEA REMAINS UNCHANGED"

SEE: EXHIBIT-24

XXIV. LITERARY

BY DON GLASSMAN THE COPYRIGHT BOOK,

"LITERARY WORKS ARE WORKS OTHER THAN AUDIOVISUAL WORKS; THEY EXPRESSED IN WORDS, NUMBERS OR OTHER VERBAL OR NUMERICAL SYMBOLS OR INDICIA, SUCH AS IN BOOKS, PERIODICALS, MANUSCRIPTS, PHOTO-RECORDS,FILM, DISKS OR CARDS." P.36

LIKE: THE GRASSROOTS BANKCARDS PRO-GRAMS & FLOW DIAGRAMS,ETC.

XXV. A FEW OF THE MANY THINGS & FACTS

THE MANY THINGS & FACTS: THE FOLLOW-ING BELOW HEREIN,AND PART OF THIS APPELLANT BRIEF.

A) PLAINTIFF'S MOTION OF APRIL 19,1989

B) INJUNCTION MOTION OF NOV. 28,1988+

C) INJUNCTION MOTION OF MAR. 02,1989

D) TIP OF THE ICEBERG MOTION MAR.21,1989

E) TIP OF THE ICEBERG MOTION MAR.24,1989

F) TIP OF THE ICEBERG MOTION MAR.27,1989

G) TIP OF THE ICEBERG MOTION MAR.30,1989

H) ALL 82-EXHIBITS OF EVIDENCE(SENT TO K.T.MAY,OPPOSING ATTORNEY FOR THE DEFENDANRS; CERTIFIED MAIL NUMBER-P-915 256 235;DATED APRIL 12,1989

I) PRE TRIAL BRIEF,APRIL 6,1989

J) PRE-TRIAL BRIEF, APRIL 11,1989

K) MOTION AGAINST DEFENDANTS' SCHEDULING NOVEMBER 28,1988

SEE: APPENDICES A THROUGH Z

J. THE COURT OVERLOOKED

THE COURT OVERLOOKED:

THE COURT OVERLOOKED:

THE COURT OVERLOOKED-THE EIGHTH CIRCUIT COURT OF APPEALS OVERLOOKED THE CARDS THAT DO EXIST.

THE BANKCARDS OF THE PLAINTIFF ARE REAL COPYRIGHTED BANKCARDS; AND THE FACT THAT THIS IS A LARGE COPYRIGHT INFRINGEMENT LAWSUIT INVOLVING MORE THAN JUST ONE COPYRIGHT OR COPYRIGHTED PRODUCT.

HOW CAN THE POOR/ BLACK /PRO SE COPYRIGHT ARTIST FIGHT FOR A COPYRIGHTED CARDS THAT WERE LEFT OUT 100% BY THE EIGHTH CIRCUIT COURT OF APPEALS?

SEE: APPENDIX-A; VAu 94 504

THEY OVERLOOKED THE FACT THAT REAL COPYRIGHTED BANKCARDS DO EXIST, AND THEY ARE INFRINGING ON PLAINTIFF'S COPYRIGHTED EXPRESSION.

AFFINITY CARDS ARE GRASSROOTS CARDS, (CARDS) THEY OVERLOOKED OR LEFT THIS FACT OUT OF THEIR RULING.

**HOW CAN THE PLAINTIFF CLAIM THIS COPYRIGHT INFRINGEMENT OF THE CARDS

(PRODUCT/COPYRIGHTED) WHEN THIS WAS LEFT OUT OR OVERLOOKED BY THE EIGHTH CIRCUIT COURT OF APPEALS & U.S.DISTRICT COURT JUDGE JOSEPH E. STEVENS RULINGS.... (EXPRESSION OF THE CARD STYLE...IDEA)

I AM A BLACKMAN THESE JUDGES ARE WHITE, EITHER THEY SHOULD GO BACK TO LAW SCHOOL OR TAKE A DEEPER LOOK AT ETHICS.

THERE ARE OVER 10 SEPARATE ENTITY COPY-RIGHTS....

IN THIS CASE (COPYRIGHT INFRINGEMENT CASE POOR/MAN FIGHTING RICH/MEN....

THE COURT OVERLOOKED THE COPYRIGHTED CARD
THE COURT OVERLOOKED THE COPYRIGHTED CARD
THE COURT OVERLOOKED THE COPYRIGHTED CARD

THE EIGHTH CIRCUIT COURT OF APPEALS OVERLOOKED THAT JUDGE STEVENS CONTRADICTS

HIMSELF IN TWO DIFFERENT COURT ORDERS...
(11-23-88 & 4-17-89)

K. AFFINITY GROUP MARKETING IDEA:

JUDGE JOSEPH E, STEVEN RULED THAT THE AFFINITY GROUP MARKETING IDEA, CAN NOT BE PROTECTED BY COPYRIGHT LAW:

1. MR. WILLIAM S. STRONG SAYS IN THE BOOK, "THE COPYRIGHT BOOK" PAGE-10

THE EXPRESSION OF A LITERARY WORK CAN BE PROTECTED BY COPYRIGHT LAW.

SEE: APPENDIX-BB ,Start at 106a

WITH ALL THE DIFFERENT BANKCARDS WITH THEIR DIFFERENT EXPRESSION IN THE GRASSROOTS BANKCARDS THEY ARE PROTECTED AND THE PROGRAMS AS THEY ARE WRITTEN THEY ARE PROTECTED ALSO....SEE:APPENDIX A,B,C,D, & E...START AT 1a

2. DEFENDANTS-Since late 1970's they have been marketing to affinity Groups;

But only their trademark was on the Affinity Card...This is not the Grassroots Way or Plaintiff's Way; Note the Grass-Bankcards have the Symbol/Emblem of the Non-Profit Organization on the Card... Note Circular from the U.S.Copyright Office says,"IT WILL REGISTER A PROPERLY FILED COPYRIGHT CLAIM IN A PRINT OR LABEL THAT CONTAINS THE REQUISITE QUALIFICATIONS FOR COPYRIGHT EVEN THOUGH THERE IS A TRADEMARK ON IT."

THE PLAINTIFF HAS EXPRESEED PROGRAMS AND CARDS(BANKCARDS.

SEE: APPENDIX-AA COPYRIGHT LAW CIRCULARS

3. VISUAL- THE TRADE DRESS OR LOOK OF THE CARD IS THE MOST OBVIOUS CLAIM. THE CARD CAN EXIST AND BE MARKETED WITHOUT THE PROGRAMS.

SEE: APPENDICES A,D,E,AND R

4. THE CARDS LOOK ALIKE (CLAIM ONE):

THE PROGRAMS ARE EXPRESSED ALIKE, AND NOT ANY WHERE IN THE DEFENDANTS' AFFIDAVITS DOES ANY OF THEM SAY,"THEIR AFFINITY CARDS OF THE LATE 1970's

LOOK LIKE THE PLAINTIFF'S GRASSROOTS BANKCARDS THAT WERE CREATED IN 1984... NO WHERE."

SEE: APPENDICES-Z;VISA LETTERS

5. WRONG RULING:

U.S.DISTRICT JUDGE STEVENS WAS WRONG IN DISMISSING THE PLAINTIFF'S CASE;THE PLAINTIFF'S FOREMOST COMPLAINT IS NOT INFRINGEMENT OF A MARKETING IDEA,AS HE RULED.

SEE: COPYRIGHT REGISTRATION NO. VAu 94 504 (THREE EXISTING BANKCARDS, WHETHER ON PAPER OR PLASTIC THEY ARE REAL;

AND THEY HAVE A REAL EXPRESSION(LOOK).

THE LOOK ON THE CARDS, VISUALLY EXPRESS THE CARDS. SEE: MASTERCARD VS. HALLMARK CARDS INC. BOTH HAD A CARDS, ONE A BANKCARD AND THE OTHER A GREETING CARD WITH MASTERCARD'S "ORGANGE AND GOLD CIRCLES ON THEM.

6. CLAIMS:

OVER SEVEN DIFFERENT AREA OF INFRINGEMENT CAN BE CLAIMED...SIMILARITIES ON EXPRESSION OF IDEAS,CARDS, CONCEPTS, HOW TO DEVELOP THE CARDS, PROGRAMS, PROCESSES, LOOK OF THE CARDS, TRADE DRESS OF THE CARDS,ETC.

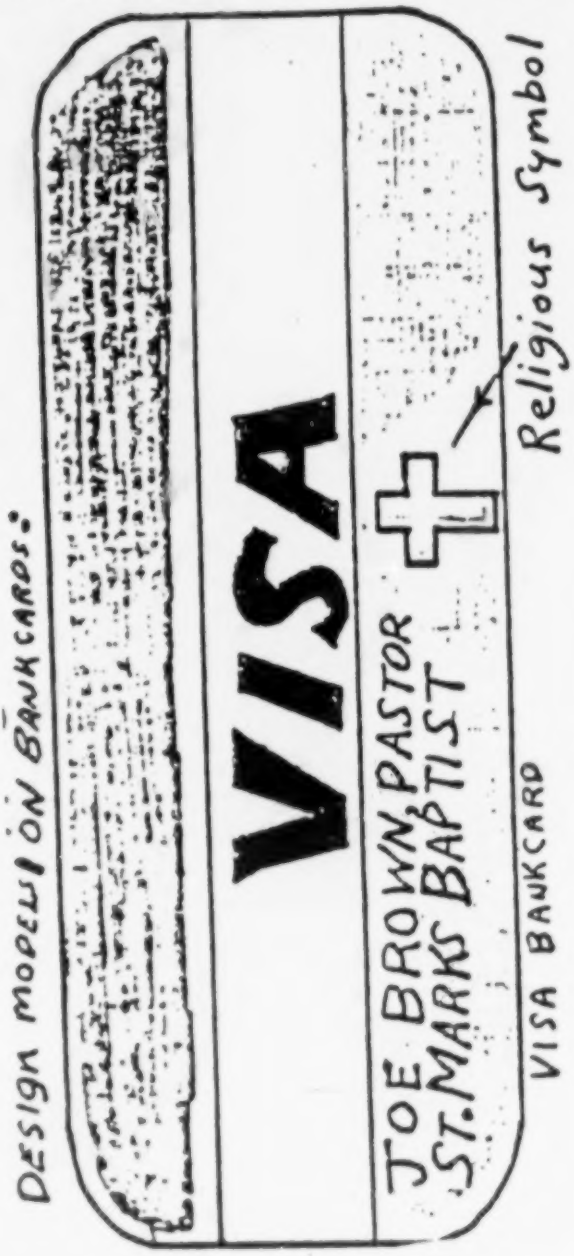
IN THE LATE 1970's BANKCARDS WERE SOLD TO THE ORGANIZATIONS' MEMBERS, BY MAILING LIST ONLY. GRASSROOTS BANKCARD PROGRAM EXPRESS THE BANKCARD THROUGH THE ORGANIZATIONS,DIECTORS DIRECT; AND

AND THE DIRECTOR AND STAFF WORK WITH THEIR MEMBERS TO GET AND KEEP THE BANK-CARDS. (MEMBERS GET THEM THROUGH THE BROTHERHOOD OF THE ORGANIZATION,LABOR UNIONS, SCHOOLS,ETC.)

SEE: APPENDIX-BB AND DUN'S BUSINESS MONTH -LY, FEBRUARY-1986, THE BANKS GOT MAILING LIST AND THE DIRECTORS, WERE TOLD TO GET LOST."

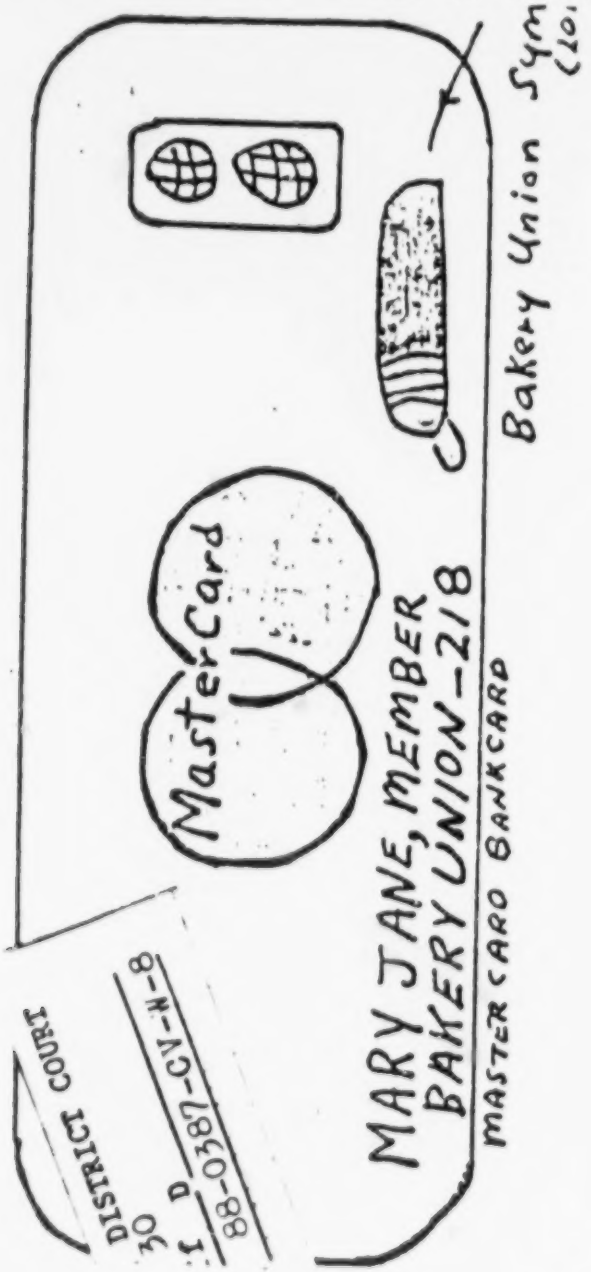
SEE: APPENDIX-Z, ALSO

7. VAu 94 504;COPYRIGHT REGISTRATION; ON FILE IN COLOR,BUT BLACK AND WHITE HERE:



Vau 94 504 (CONTINUES) LABOR UNION CARD

A REAL CARD & UNION LOCAL IN KANSAS CITY



VAu 94-504 (CONTINUES) COLLEGE GRASSROOTS BANKCARD, WITH SYMBOL/EMBLEM OF SCHOOL

REASONS FOR GRANTING THE WRIT

1. No Trial- Plaintiff,who is Black, never had his day in court. Judge Stevens of the U.S.District Court dismissed the Complaint 10 days before trial.

2. Copyrights- Plaintiff, who is poor is the only one that has COPYRIGHTS in his Copyright Infringement Lawsuit. (Defendants are Rich and White,and the case was Dismissed, and up held on appeal in the State Of Missouri).

3. Defendant/Visa USA INC ADMITTED GUILT- Visa USA Inc., in a letter said the Plaintiff's product was New and Different...Mr. Charles Sammut of Visa said,"THEIR AFFINITY GROUPS DO NOT HAVE TO WEAR THE HAT, AS MY GRASSROOTS PROPOSES". SEE: VISA LETTER....

4. Real Bankcards- Plaintiff has REAL BANKCARDS with Symbols & Emblems of Non-Profit Organizations on them, and Copyrighted First.

5. Affidavit- The SWORN AFFIDAVITS by all Defendants has No Barring in this Case. The Defendants claim to have been offering Bankcards to organizations first. But they were not offering these Bankcards. And they were not offering Bankcards the Grassroots Way; Programs; Processes;Their Cards did Not look Like Plaintiff's Cards. The entire Bankcard Look and Marketing Programs were different from the Plaintiff's Cards. (Plaintiff Introduced a whole New Card Look and Programs to match;Some more helpful than Promotional. SEE: CHARLES SAMMUT OF VISA,LETTER ABOUT,"WEARING THE HAT."

6. NO COPYRIGHTS- The Defendants have No Affinity Card And Program Copyrights says Ms. Kathleen Cabana Of The Copyright Office(LIBRARY OF CONGRESS)

7. LOOK OR/ AND TRADE DRESS(SIMILARITY) --The Style AND/OR EXPRESSION,The Way the Card Looks or/ and Trade Dress can be PROTECTED BY COPYRIGHT LAW, SAYS THE COPYRIGHT OFFICE AND THE U.S.DISTRICT COURT IN DENVER,CO..... IN Blue Mountain Arts Vs. Hallmark Cards,Inc. Plaintiff's Look And/or Trade Dress Of His Grassroots Cards Vs. Their Affinity Cards was left out of this case when Judge Joseph E. Stevens Dismissed the Plaintiff's Complaint, and the Eighth Circuit Court Of Appeals Affirmed it. (THEY SAID NO LAWS WERE IRREGULAR AND AFFIRMED MARKETING IDEA)
(IN MISSOURI A SLAVE STATE)

8. SUMMONS- Several of the Defendants did not respond Timily to their Summons,and they are in Default. The Plaintiff, reference this to Judge Joseph E. Stevens Orally And Filing and he did nothing.

9. LABOR UNION BANKCARD- As of February 1986 the Defendants had not develloped a Labor Union Bankcard. It was in the planning stages only. SEE: Business Monthly Magazine February -1986.... But the Defendants do have one now... SEE: INSTITUTIONAL INVESTOR MAGAZINE May 1988, it says,"AFL-CIO Now has 1.5 Million New Union Affinity Bankcard Carrying Members and Growing"..PLaintiff's Labor Union Bankcard and plus its uses/Programs were developed in 1984 SEE: COPYRIGHT REGISTRATIONS VAu 94 504 And TXu 315-201; U.S.DISTRICT COURT EXHIBIT ,MAGAZINE ARTICLES AND COPYRIGHTS

10. EIGHTH CIRCUIT COURT OF APPEALS- The Court Mistakenly Labeled all the Plaintiff's Separate Entity Copyrights AS A MARKETING IDEA ,Then said it could not be Copyright Protected. (Keep in mind, REAL BANKCARDS(CARDS) that existed sense 1984, IS NOT A MARKETING IDEA...Although Marketing Ideas can be Copyright Protected....They Twisted and Re-Grouped the Real True Facts,Copyrighted Facts.)

Three Existing Design Model Bankcards, Rhree Existing Bankcards, can not be a Marketing Idea....SEE: COPYRIGHT REGISTRATION VAu 94 504,1984 and more THE RESPONDENT'S BANKCARDS ARE SIMILAR AND IDENTICAL TO THE PETITIONER'S BANKCARDS.

The Supreme Court should resolve the

conflict between a Marketing And Real Existing bankcards, Their Look ,Trade Dress,And Visual Expression;And Real New Bankcard Programs(Two), That Help People ....The Eighth Circuit Court Of Appeals In St. Louis ruled that a Marketing Idea can not be Copyright Protected. But this is not the only coplaint originally filed in this case.

11. A MISSOURI JUDGE RULES- Debra Kav Hartman's Copyright Infringement Case against Hallmark Cards Inc., was Dismissed because there was a Lack Of Similarities in her stoyline and Hallmark's Story line for RAINBOW BRITE, says Judge Russell Clark in March 1986. He ruled,"That there were few similarties between RAINBOW BRITE the character of Hallmark Cards and the characters Developed by Debra Kay Hartman.

The plaintiff's Grassroots Bankcard Programs can be Copyright Protected,be cause he is offering more than one program version forthe same processe ,cards, ideas,and Program and Promotions,plus they help people too! (A VARIETY OF DIFFERENT PROGRAMS & CARDS)

AFFINITY is a name the defendants created, to try to take in everything the Plaintiff created, such as,cards, ideas,programs,etc. (But they are to late; they are years and months after the facts.)

Both Grassroots & Affinity Programs go through Non-Profit Organizations, such as,churches, labor unions, schools, social and professioal organizations(Plus the Organizations' Directors work with their members to get and keep their New Bankcards.

12. COPIED CARDS- HALLMARK CARDSINC.,

Copied BLUE MOUNTAIN ART'S CARDS,LOOK AND TRADE DRESS THE DENVER US DISTRICT COURT RULED. Thye said similarities were so great that the consumer (PUBLIC CONSUMER) could not tell them apart. This is part of the plaintiff's copyrights that were left out/overlooked and dismissed in total bv U.S.DISTRICT JUDGE JOSEPH E. STEVENS AND THE EIGHTH CIRCUIT COURT OF APPEALS AFFIRMED.

TOGETHER BOTH MISSOURI COURTS THREW THE PLAINTIFF'S TOTAL CASE OUT. THE DEFENDANTS ARE EARNING BILLIONS OF OF THE PLAINTIFF's COPYRIGHTED PRODUCTS ...A)CARDS AND B) PROGRAMS

THE TOTAL CASE WAS THROWN AWAY BY BOTH COURT'S,AND COPYRIGHTED CARDS NEVER CAME -UP...WHY?

13. SIMILARITIES- MASTERCARD SUES HALL-MARK CARDS INC. For creating and marketing a greeting card that has the two ORANGE AND GOLD CIRCLES that are the trademark of Mastercard Bankcards... It was a Copyright Infringement Lawsuit.

But the plaintiff's copyrighted bankcards,in this case,,(GRASSROOTS BANKCARDS) were OVERLOOKED AND LEFT OUT

Plaintiff prays that the LOOK AND TRADE DRESS of his Grassroots Bankcards will not be overlooked by the U.S. SUPREME COURT.

PLAINTIFF OWNS U.S. COPYRIGHTS

14. JUDGE JOSEPH E. STEVENS CONTRADICTS HIMSELF IN TWO RULINGS:

A) DISMISSAL RULING OF APRIL 17,1989, On page -3 Last paragraph he wrote, "First and Foremost,the heart of Plain - tiff's Claim-That his "IDEAS"

were infringed upon-- is simply not actionable under copyright laws. SEE 17 USA / 102(b) "BECAUSE")p) PROTECTION GRANTED TO A COPYRIGHT WORK EXTENDS ONLY TO THE PARTICULAR EXPRESSSION OF THE IDEA AND NEVER TO THE IDEA ITSELF .....A SIMILARITY OF IDEA PRESENTS NO INFRINGEMENT QUESTION."

B) NOW THE RULING OF NOVEMBER 23,1988, On page-2 Last paragraph he wrote, "ESSENTIALLY,plaintiff alleges that his ideas for certain STYLES OF BANKCARDS were appropriated from him after he had submitted the concepts to the defendants." SEE: APPENDICE-X & CC

THE WORD STYLE IS DEFINE AS, "1: A SLENDER POINTED INSTRUMENT OR PROCESS; 2: MODE OF EXPRESSING THOUGHT IN LANGUAGE;

ONE CHARACTERISTIC OF AN INDIVIDUAL, PERIOD, SCHOOL, OR NATION 3: THE CUSTOM OR PLAN FOLLOWED IN SPEL LING, CAPITALIZATION, PUNCTION, AND TYPO-GRAPHIC ARRANGEMENT AND DISPLAY 4: MODE OF ADDRESS : TITLE 5a(1) MANNER OR METHOD OF ACTING OR PERFORMING ESP. AS SANCTIONED BY SOME STANDARD (2) : A DISTINCTIVE OR CHARACTERISTIC MANNER b: A FASHIONABLE MANNER OR MODE c: OVERALL EXCELLENCE, SKILL, OR GRACE IN PERFORMANCE, MANNER, OR APPEARANCE..... THIS WAS QUOTED FROM,"WEBSTER'S NEW IDEAL DICTIONARY....COPYRIGHTED 1978"

PLAINTIFF'S IDEAS FOR CERTAIN STYLES OF BANKCARDS, ARE DIFFERENT FROM THE IDEA ITSELF

A) Ideas for certain Styles of Bankcards (NOVENBER 23,1988 RULING)

B) THE IDEA ITSELF;APRIL 17,1989

15. PREJUDICE AND BIAS:

U.S.DISTRICT COURT JUDGE JOSEPH E. STEVENS AND THE EIGHTH CIRCUIT COURT OF APPEALS INTERPRETATED THE PLAINTIFF'S DEPOSITION WRONG AND OVER LOOKED MANY OF HIS 82 IMPORTANT EXHIBITS OF EVIDENCE.

JUDGE STEVENS OVER ESTIMATED THE VALUE AND QUALITY OF THE DEFENDANTS' AFFIDAVITS. NONE OF THEM SAID THEIR CARDS OF THE LATE 1970's LOOK LIKE THE PLAINTIFF'S CARDS. (ETC.) ONE DEFENDANT EVEN SAID PLAINTIFF'S , REQUIRES THE WEARING OF THE HAT.

16. CONTRADICTION LIVES: (STYLES VS. IDEA) BOTH OF U.S.DISTRICT COURT JUDGE JOSEPH E. STEVENS' COURT ORDERS OF NOVEMBER 23,1988 AND APRIL 17,1989 WERE RENDERED BY THE U.S.DISTRICT COURT AFTER THE PLAINTIFF RENDERED IS DISPOS-TION IN AUGUST OF 1988(APPENDICES-X & CC)

CONCLUSION

ACCORDINGLY, A WRIT OF CERTIORARI SHOULD BE ISSUED TO REVIEW THE JUDGEMENT.

RESPECTFULLY SUBMITTED,

Harold L. Lewis

HAROLD L.LEWIS,PETITIONER

PRO SE

1812 E. 15TH TERRACE
KANSAS CITY,MO.64127

TEL: (816)474-2188

DATED APRIL 7,1990

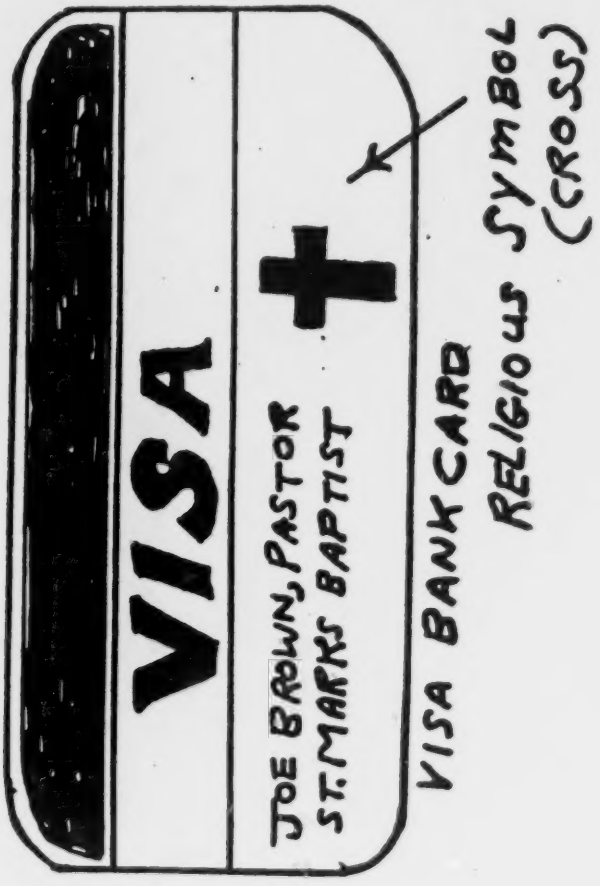
APPENDIX-A

COPYRIGHT VAu 94 504;August 16,1985 ,

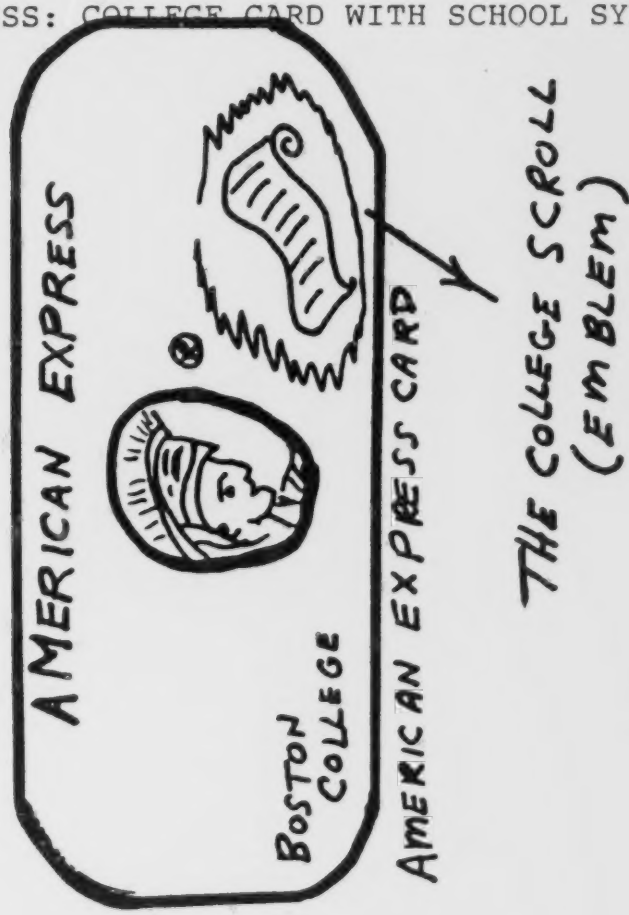
THE VISUAL EXPRESSION IS BEING INFRIN

GED ON : CREATED-1984;U.S.DISTRICT

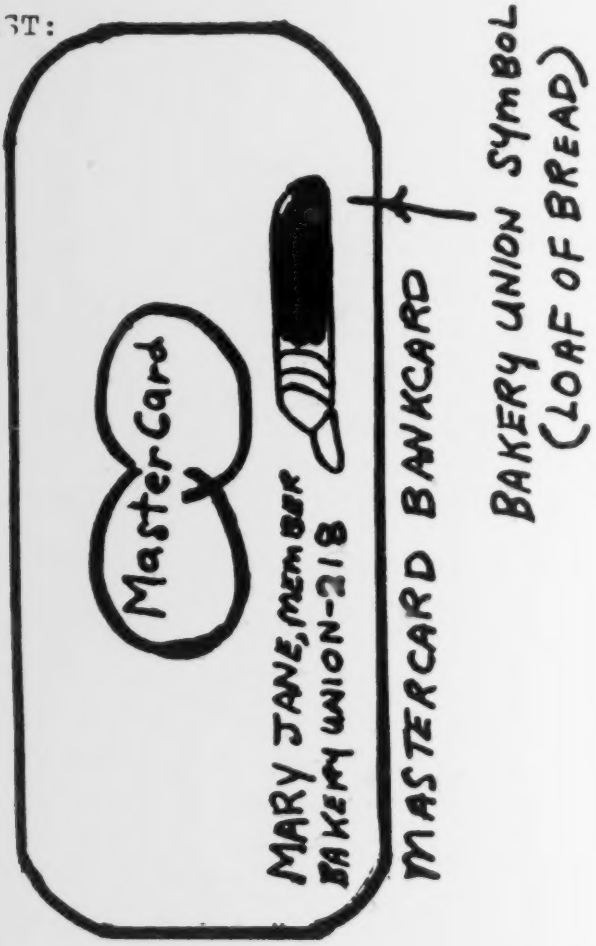
COURT EXHIBIT-30; DESIGN MODELS..(3)



VAu 94 504 CONTINUES;DEFENDANTS STOLE PLAINTIFF'S BANKCARD LOOK AND TRADE DRESS: COLLEGE CARD WITH SCHOOL SYMBOL



A LABOR UNION CARD;SIMILAR TO THE DEF-
ENDANTS' AFL-CIO CARD;BUT THIS CREATED
FIRST:



APPENDIX-B

THE COPYRIGHT BELOW CAN BE PROTECTED BY COPYRIGHT LAW,SAYS CIRCULAR R 31, WRITTEN BY THE COPYRIGHT OFFICE, IT SAID,"COPYRIGHT PROTECTION EXTENDS TO DISCRIPTION EXPLANATION,OR ILLUSTRATION OF AN IDEA OR SYSTEM....COPYRIGHT IN SUCH A CASE PROTECTS THE PARTICULAR LITERARY OR PICTORIAL EXPRESSION CHOSEN BY THE AUTHOR."

COPYRIGHT REGISTRATION No. Txu 265-707:

REGISTRATION DATE AUGUST 22,1985,

Created in 1984,Titled,

"GRASSROOTS BANKCARD PROGRAM"

Below is an actual copy of this work:

SPECIFICATION (U.S. DIST. COURT/

EXHIBIT-24)

I. TITLE: GRASSROOTS BANKCARD PROGRAM

II. ABSTRACT OF DISCLOSURE:

This process will provide bankcards, which is another form of credit to low social economic level people that do not have credit. These people pay more for consumer goods, and get far less in value. The banks will own and operate this process, and make it available to the Non-Profit Organizations' poorer members.

The process can only help those members that are of good moral character, and have strong ties to the Non-Liable, Sponsoring Non-Profit Organization,such as, Churches, Unions, Schools, etc., that distribute the bankcards.

The Non-Liable Sponsoring Organization and its poorer members will have on the face of the bankcard their names, and the Symbols or Emblems of the Sponsoring

Organization. This a psychological bond of hope,especially for these people.

III. CROSS REFERENCE , ETC.

IV. BACKGROUND OF THE INVENTION:

I first got the idea for this invention while observing the poor people I was collecting from on my TV RENTAL ROUTE IN Kansas City,Missouri and Kansas Many of these people are very intelligent, but are hung-up in situations pressures of the capitalistic system to large for them to ove come. Some of them are elderly or on welfare,and the system a high risk, and won't sell to them on credit. They pay more, and get less. (Deeply Frustrated, fight each other and Kill) These people being served will get a badly needed financial relief.

V. SUMMARY OF THE INVENTION:

A. The main purpose of this invention is to make credit available, and cheaper for the very poor. By doing this their personal finance problem will be received, and standard of living will rise.

B. The objective ofthe members and organizations names, and organization's emblem all on the face of the bankcard has the equivalence of faith and pay-hope for better living conditions, and/or New Life.

C. Up to now the Capitalistic System is so structured that these very poor people are getting ripped off by loan sharks,we finance firms, National TV Rental Firms,etc. (Extremely high interest rates in different forms) which is better

for a poor welfare mother,a new portable color tv that cost her all total $600.00; or used portable tv that cost her $1800.00. The process will help these people have fewer adversaries, get more feel better about themselves

VI. DESCRIPTION OF THE SEVERAL VIEWS OF THE DRAWING,IF THERE,IF THERE ARE DRAWINGS:

A. SEE FLOW DIAGRAM

B. SEE BANK-NET TRADEMARK & LOGO

C. SEE EXAMPLE DRAWINGS OF BANKCARDS,WITH SYMBOLS & EMBLEMS

VII. DETAIL DESCRIPTION:

This process has several built-in safe guards because of the type people it is helping:

A. THE FOOD FAITH FUND, is a bank Fund set up by banks, and financed

by portions of the bankcard holder"s renewal bankcard fees. It will be used to guarantee the member's bankcard accounts when they refuse to pay or get behind in their payments. (See Grassroots" Scale of Economics)

B. GOOD CREDIT USA, is a Newsletter Designed to educate the poor members on how to get and keep good credit very easy reading. (Written on a Fifth grade level)

C. BANK-NET is a group of collectors assembled to assist in picking up payments and merchandise when bankcard holders get behind.....

They will wear and hsow Logo-Trademark Identification,when conducting business. (Collectors that work local, for national &

Local banks)See: THE RED BOOK

D. ROUTE-66, Are Games if Chance designed to help the sponsoring Bank cover anv loses from the programs.(Route-66 is located in the Good Credit USA Newletter)

VIII. CLAIMS:

This method of distributing bank cards to low social economic level people, with no credit, comprising the steps of:

A. Distributing the Bankcards to the non-profit organization's poorer memers is the goal of the program.

B. EDUCATING these poor people about how to et and keep good credit through Good Credit USA is very important

C. GUARANTEEING the lending bank's Position with the help of the non-profit organization's Director, Red Book, Scale of economic, Common/Good Faith Bank-Net, and Route-66 all work together

D. BONDING the organization and poor Member bankcard holders together Psychologically by putting both their names on the face of the bankcard, and the organization's Symbol and/or Emblem will make them feel good about themselves.

APPENDIX-C:

THIS PROGRAM CAN ALSO BE COPYRIGHT PROTECTED,SAYS CIRCULAR R 31, BY THE U.S.COPYRIGHT OFFICE...."COPY-RIGHT PROTECTION EXTENDS TO DIS-CRIPTION,EXPLANATION,OR ILLUS-TRATION OF AN IDEA OR SYSTEM... COPYRIGHT IN SUCH CASE PROTECTS THE PARTICULAR LITERARY OR PICTORIAL EXPRESSION CHOSEN BY THE AUTHOR."

COPYRIGHT REGISTRATION No. Txu 315-201: "This copyrighted work was created first and filed with the U.S.Patent Office on June 9,1984."It was copyrighted on April 8,1988, title, "ORIGINAL SPECIMEN GRASSROOTS BANKCARD PROGRAM."

(DERIVATIVE WORK/U.S.DIST. COURT EXHIBIT-31)

BELOW IS AN ACTUAL COPY OF THIS WORK:

ANOTHER MARKET FOR BANKCARDS

LOW SOCIAL ECONOMIC LEVEL MARKET/GRASS ROOTS

I. REJECT:

Another bankcard market that could be served are the Rejects of the Capitalistic System (BAD CREDIT, PEOPLE PAST AGE-62, BANKRUPTS, HOTEL AND HOSPITAL WORKERS,ETC.) These people must have been on their same job or with the same organization for 3 years.

Now these Bankcards can be Guaranteed through payroll deductions. The bankcards can in some cases be cosigned by the Labor Unions & Union Funds. The fund in some cases be made available by the local bank branch. Their income are between 5,000 to 10,000 Dollars,

for 1 to 2 people,given Bankcards of $500 to $1,000.

II. <u>The organizations,can be paid for their guarantee of members</u>.

A. EMPLOYER PAYROLL DEDUCTION PER LOCAL COMPANY

B. LABOR UNIONS, PER ITS LOCAL MEMBERS

C. COLLEGES, FOR ITS STUDENTS THAT WORK

D. CHURCHES FOR THEIR MEMBERS

E. MOTORCYCLE CLUBS

F. SOCIAL & PROFESSIONAL ORGANIZ-ATIONS,ETC.

THESE ARE A FEW OF THE ORGANIZATIONS,THAT WILL GUARANTEE BANKCARDS FOR ITS MEMBERS.

III. <u>OPERATIONAL</u>

The local or National Bank will need to have a binding agreement with the Local Guaranteeing Organization to Guarantee that its individual members will pay for their Bankcards, once they receive

them through the Brotherhood Help of their organization. The organization will need to be compensated for its guarantees, help, and Riding Herd.

IV. AGREEMENTS

A. AGREEMENT's Name: "The organization's Bankcard Agreement and Guarantee for its members."

B. DATA: THE AGREEMENT CLAUSES WILL BE DEVELOPED BY THE BANKCARD INDUSTRY.

C. ORGANIZATION"S GOOD FAITH FUND:

1. BANK OPENS ACCOUNT WITH ITS MONEY, $100 FOR THE ORGANIZATION
2. BANK PAYS ORGANIZATION'S ACCOUNT $25 FOR EACH MEMBER
3. THE FUND IS ANADDITIONAL GUARANTEE THAT THE NEW BANKCARD HOLDER WILL MAKE HIS FULL PAYMENT ON TIME
4. THE FUND GET $25 FOR ALL RENEWALS TOO!

5. THE ORGANIZATION WILL WITHDRAW A PERCENTAGE OF THE ACCOUNT ONCE A YEAR ; PLUS THE BANK WILL WITHDRAW FUNDS TO CANCEL THEIR POOR BANKCARD HOLDER'S ACCOUNTS, WHEN NECESSARY.

D. ORGANIZATION'S MANAGERS

THE ORGANIZATION'S MANAGERS WILL WORK WITH THEIR PEOPLE, PUSHING THEM TO GET THEIR FULL PAYMENTS IN ON TIME. BANKCARD DEPTS., WILL PROVIDE CLEAR INSTRUCTIONS FOR MANAGERS...~~...INFORM~~ATION...ADS...DATA ..ETC...PR...

E. BANKCARDS ARE RENEWED EVERY YEAR

F.-BANK-NET "BANKCARD SEAT TEAMS"

1. THE LOCAL BANKCARD DISTRICT WILL SET-UP A SPECIAL LOCAL COLLECTION SWAT TEAM TO DEAL DIRECTLY WITH DELIGUENT BANKCARD HOLDERS... ONE PER CITY...LETTERS...CALLS,

THREATS PICK-UP, ETC.

2. THE TEAM WILL BE MADE UP OF THE SOCIAL TYPE OF PEOPLE THE GRASS-ROOTS BANKCARD PROGRAM IS DIECTED...MEN,RADIO CONTROL VAN, ETC.

3. ALL THE SWAT TEAMS COULD BE FINANCED BY A BANK PRODICT SOLD TOTHESE MEMBERS; FOR THEIR COST THEY WILL RECEIVE A NATIONAL NEWSLETTER EACH MONTH ON HWO TO DEVELOPE GOOD CREDIT,ETC. THE NEWSLETTER CAN BE ALSO OFFERED TO ALL BANKCARD HOLDERS, CALLED "GOOD CREDIT USA" AND CONTAIN PERSONAL FINANCE,FAMILY LIVING DATA,AND SOME TYPE OF NATION-AL GAME SAY COUPON,BINGO,OR LOT-TERY GAME CALLED ROUTE-66.

G. FINAL:

THE ORGANIZATION + FUND+ BANK-NET+ NEWSLETTER+ FAME= NEW GRASSROOT MARKET.

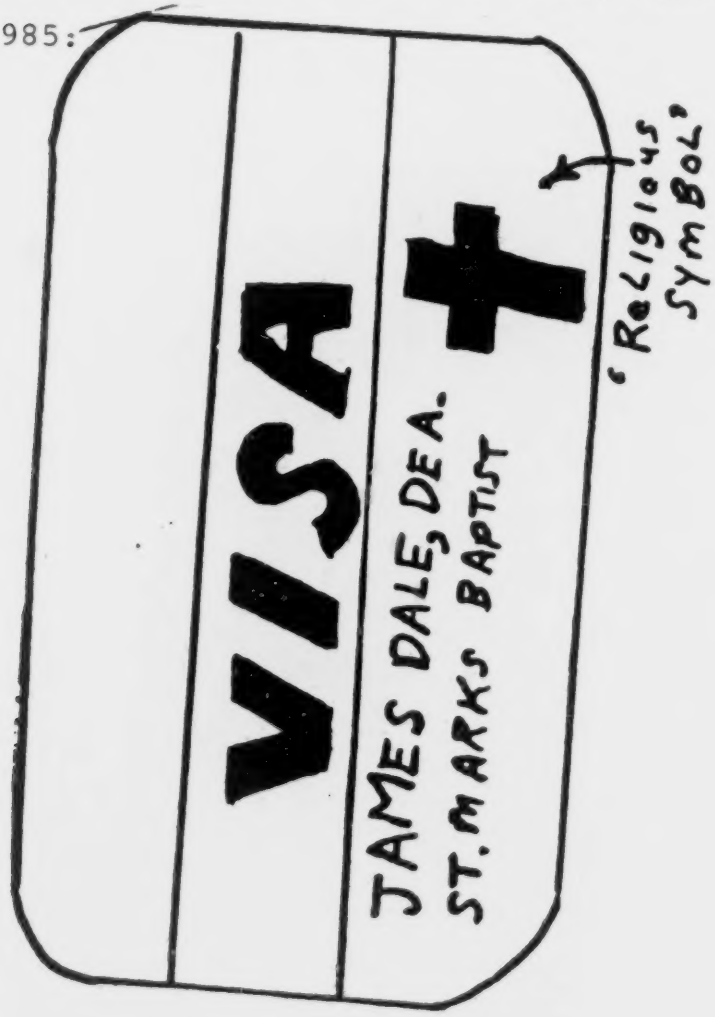
V. RESULTS:

THESE GRASSROOTS WILL CUT INTO THE LOAN SHARKS AND BAD CREDIT FINANCING THAT IS AVAILABLE TO REJECTS OF THE CAPITALISTIC SYSTEM.

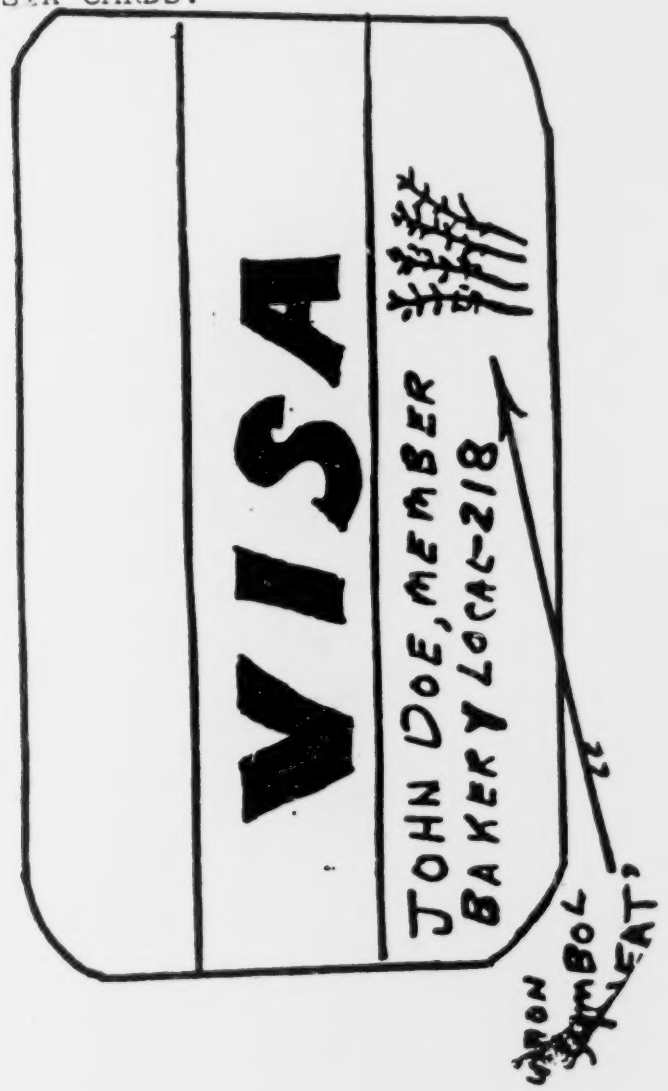
THESE PEOPLE PAY MORE ANYWAY!

APPENDIX-D

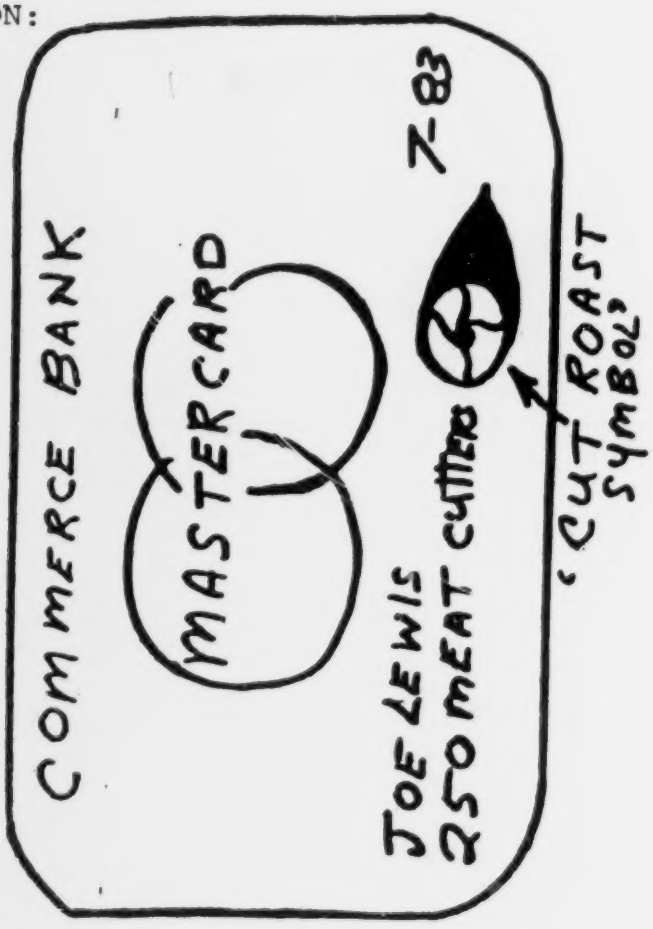
COPYRIGHT REG. NO. Vau 138-441, CREATED-1985:

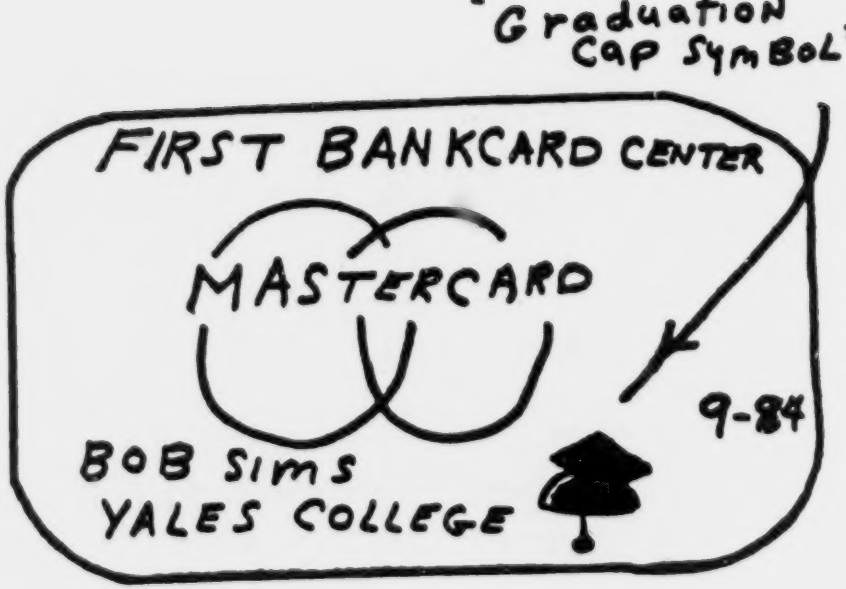


SIX CARDS: -20a-

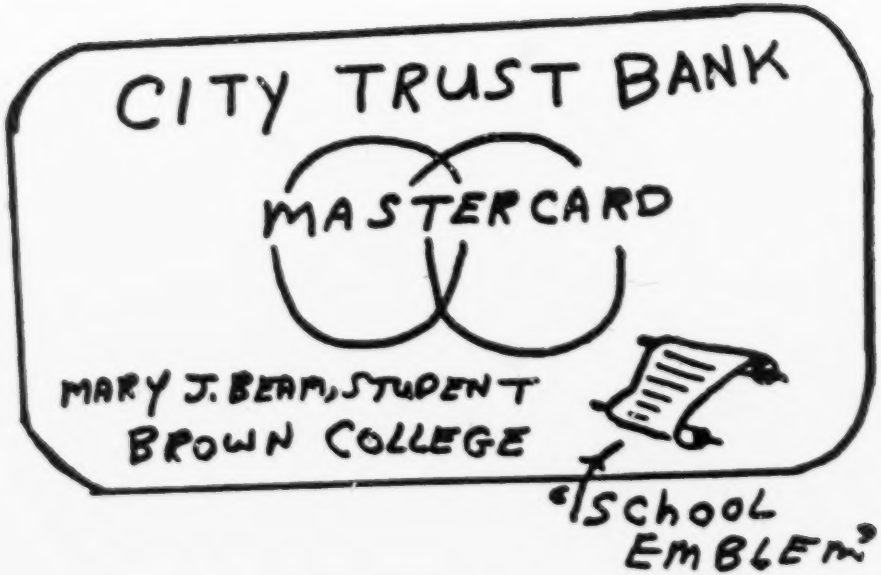


Vau 138-441;REGISTRATION DATE MAY 09,1988; N.P.ORGANIZATIONS' SYMBOLS ON:



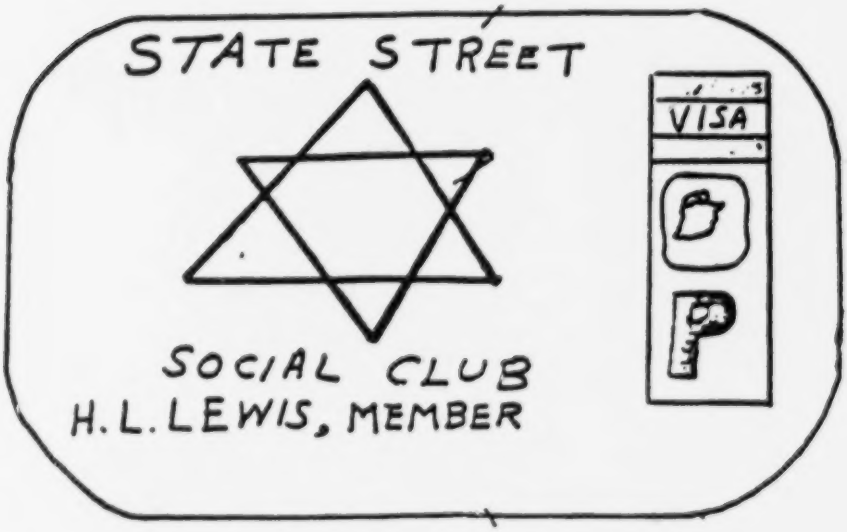

'Graduation Cap Symbol'
FIRST BANKCARD CENTER
MASTERCARD
9-84
BOB SIMS
YALES COLLEGE

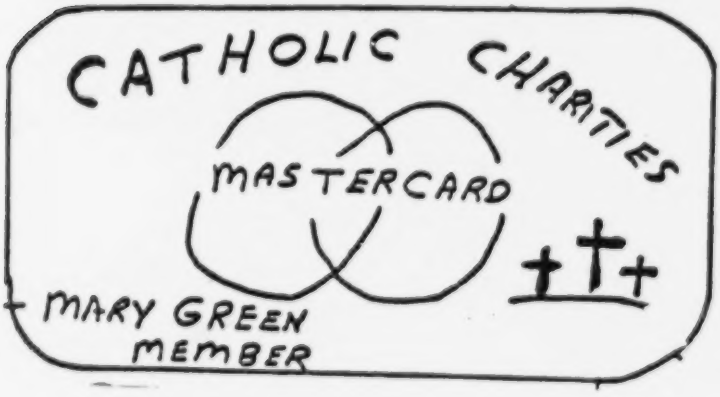
VISA
MARY JO, MEMBER
ST. LUKE BAPTIST
"RELIGIOUS
SYMBOLS"


CITY TRUST BANK
MASTERCARD
MARY J. BEAM, STUDENT
BROWN COLLEGE
'School Emblem'

APPENDIX-E "GRASSROOTS BANKCARDS-III"

COPYRIGHT VAu 143-203;SIX CARDS:





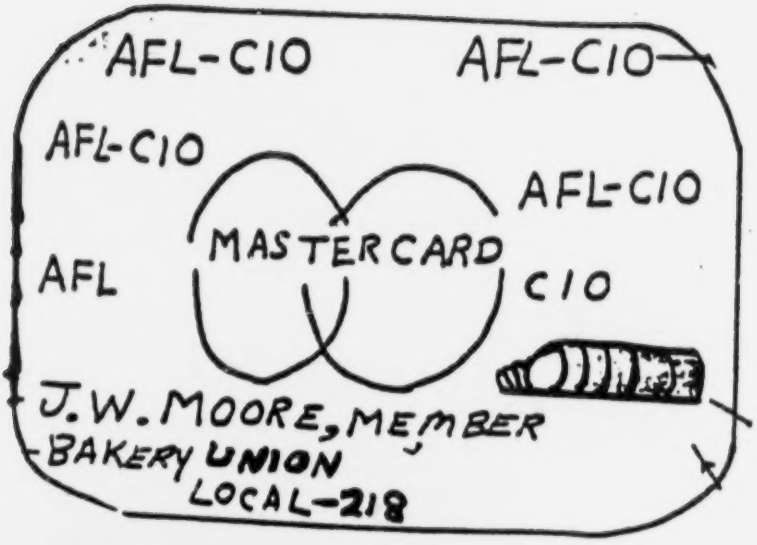
CREATED IN 1986;DERIVATIVE WORK

REGISTERED NOV. 02,1988

PATENT PENDING TOO!

ALL SIX CARDS WERE U.S.DISTRICT

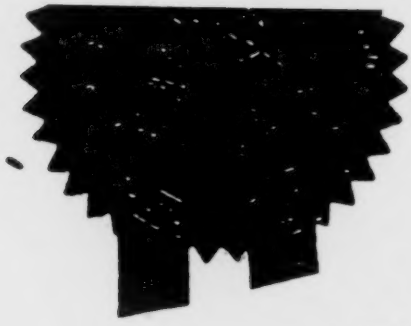
COURT EXHIBIT-75


AFL-CIO
AFL-CIO
AFL-CIO
AFL-CIO
MASTERCARD
AFL
CIO
J.W. MOORE, MEMBER
BAKERY UNION
LOCAL-218

LANE COLLEGE
VISA
BOB JONES
STUDENT
7-88

COMMERCE BANK
BC
VISA
BOSTON COLLEGE
JOE BROWN, DEAN

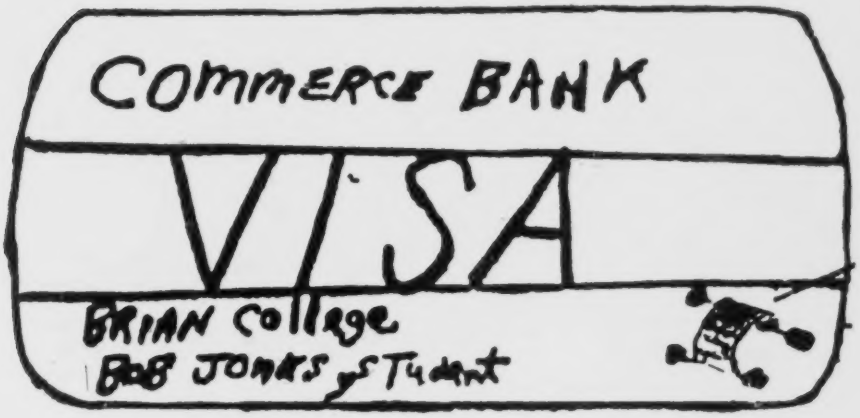
APPENDIX-F:



By authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS

J. Beard
Certifying Officer.

A COPYRIGHT IS PROTECTED FROM THE FIRST DAT OF ITS CREATION;HERE IS PATENT OFFICE PROOF OF CREATION DATES: THREE CARDS FILED WITH THEM ON

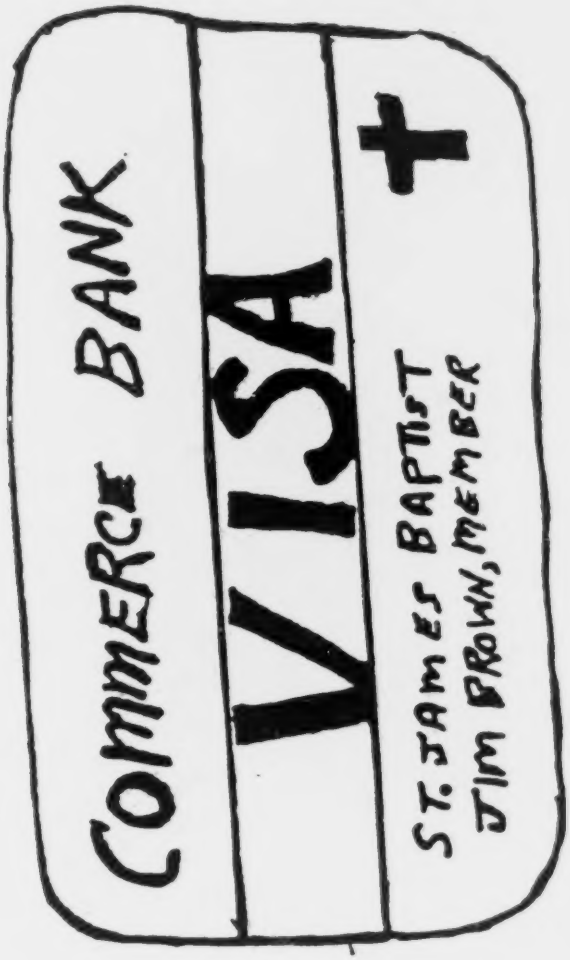


Nov. 30,1984 an AMENDMENT-II

"SYMBOLS AND EMBLEMS ADDED TO BANKC CARDS; SYMBOLS & EMBLEMS OF THE SPONSORING NON-PRPFIT ORGANIZATION"

MasterCard
HLLEWIS, MEMBER
BAKERY LOCAL-218

"ALSO U.S.DIST. COURT EXHIBIT-67"



APPENDIX-G

COPYRIGHT-Txu 253-201;THE RED BOOK

CREATED IN 1984;REGISTERED AUGUST 22,1985

(U.S.DISTRICT COURT EXHIBIT-60)

THE RED BOOK , IS A INSTRUCTIONAL MANUEL FOR DIRECTORS OF THE ORGANIZATIONS THAT SPONSOR THEIR MEMBERS TO THE GRASS-ROOTS BANKCARD PROGRAM. THE RED BOOK BRINGS MEMBERS AND BANK TOGETHER. NATIONAL

-COVER-

THE RED BOOK (IN PART)

THE WHAT,WHEN, WHERE,AND HOW TO BUY AND PAY, YOUR GRASSROOTS BANKCARD

SPONSORING ORGANIZATION_____

ORGANIZATION'S DIRECTOR:_____

"ORGANIZATION PROPERTY"

THE RED BOOK OBJECTIVES

THIS GUIDLINE BOOK WAS DESIGNED TO LET THE SPONSORING ORGANIZATION KNOW,WHAT CATAGORIES ITS MEMBERS FALL INTO, AND HOW THIS GRASSROOTS PROGRAM WILL BENEFIT

'THE RED BOOK BRINGS MEMBER AND BANK TOGETHER' NATIONAL

PAGE-2

THE RED BOOK

"ORGANIZATIONAL GUILDLINES FOR THE GRASSROOTS BANKCARD PROGRAM"

TABLE OF CONTENT

I. CUSTOMER CATEGORIES FOR GRASSROOTS BANKCARDS

II. THINGS TO BUY/HOW TO PAY

III. WHEN TO BUY

IV. BANK & BANKNET

V. GENERAL GRASSROOTS DATA (NO ORDER)

VI. THE SCALE OF ECONOMICS

THE RED BOOK

I. CUSTOMER CATEGORIES FOR GRASSROOTS BANKCARDS

1. CATEGORY-I, RED; PEOPLE THAT HAVE ALL TYPES OF WELFARE, BANKRUPTCY, SOCIAL SECURITY RECIPIENTS, BAD CREDIT NO NO ASSETS, FIXED INCOMES, AND WAGE EARNERS.

(SEE SCALE, FOR THEIR LIMIT)

2. CATEGORY-II, YELLOW; PEOPLE THAT HAVE EMPLOYMENT OR FIXED INCOME, BAD CREDIT WITH ASSETS... (SEE SCALE, FOR LIMIT)

3. CATEGORY-III, BLACK; PEOPLE THAT HAVE EMPLOYMENT GOOD CREDIT, NEVER HAD CREDIT AND WITH OR WITHOUT ASSETS. (INCOME TO DEBT RATIO DETERMINES) THEY MAY USE THE GRASSSROOTS BANK-CARD WITH SPECIAL RESTRICTIONS.

4. THE MONTHLY PAYMENTS, PERCENTAGE WISE, WILL VARY TO CATEGROY: (NOT BINDING)

A. CATEGORY-I,RED,WILL PAY ON THE AVERAGE 15% of BALANCE

B. CATEGORY-II, YELLOW,WILL PAY ON THE AVERAGE 10% OF BALANCE

C. CATAGORY-III,BLACK; NOT RESTRICTED BY US, (BANK DECIDES)

II. THINGS TO BUY/HOW TO BUY:

1. THINGS THAT ARE AVAILABLE TO YOUR GRASSROOTS BANKCARD MEMBER: (BELOW DOES NOT APPLY TO CATEGORY-III)

"CATEGORIES I & II,HOW TO USE THIS CARD

A. BUY TELEVISIONS =100% OR LESS.FOR FINANCED BY THE CARD

B. BUY STEREOS= 100% OR LESS,FINANCED BY THE CARD

C. BUY APPLIANCES= 100% or LESS,FINANCED BY THE CARD

D. BUY FUNITURE= 100% OR LESS,FINANCED BY THE CARD

E. BUY FAMILY CLOTHING= 30% OR LESS FINANCED BY THE CARD

F. CASH LOAN= 20% OR LESS FINANCED BY THE CARD

2. CATEGORIES I & II CAN USE THE CARD TWICE A YEAR, OR UNTIL ORIGINAL DEBT IS PAID OFF.

3. PAY ON TIME TO BANK,PAY WHAT IS ASKED USE CARD WHEN TOLD.

4. YOU CAN PAY DIRECT TO THE LOCAL BANK NET OFFICE FROM THE VERY BEGINNING BUT LESS MONEY WILL BE APPLIED TO YOUR BILL(BANKCARD ACCOUNT). THE CARD GENERALLY IS USED ONCED PER LARGE ITEM PURCHASED, UNTIL PAID OFF)

5. YOUR CREDIT LIMIT IS DETERMINED BY RESEARCHED CATEGORIES.(SEE SCALE)

6. THE FUTURE GRASSROOTS BANKCARD HOLDER MUST HAVE BEEN A MEMBER OF YOUR ORGANIZATION FOR AT LEAST THREE YEARS.

III. WHEN TO BUY:

1. THE NUMBER OF TIMES YOU MAY USE YOUR BANKCARD PER YEAR.

-TIMES PER YEAR-

A. CATEGORY-I,RED,IS ONE TIME YEAR OR PAID OFF EARLY

B. CATEGORY-II,YELLOW, IS TWO TIMES PER YEAR OR PAID OFF EARLY

C. CATEGORY-III,BLACK, ANYTIME OR UNRESTRICTED

2. THE RED BOOK WILL BE USED REGULAR BY ORGANIZATIONAL STAFF WHEN HELPING A MEMBER APPLY FOR A GRASSROOTS BANKCARD WHEN PROBLEMS DEVELOPE WITH MEMBERS OR BANKCARD BANKS, AND GENEPAL DATA NEEDED

IV. BANK AND BANK-NET:

1. THE GRASSROOTS BANKCARD HOLDER IN CATEGORIES-I & II CAN NOT OWN OR HAVE ANY OTHER BANKCARD. (ONE BANK CARD PER CATEGORIES)

2. THE BANKCARD BANK RESERVES THE RIGHT TO STOP THE GRASSROOTS BANKCARD HOLDER FROM USING THE CARD EXCEPT IN PRE ARRANGED GUIDLINES ESTABLISHED HEREIN.

3. DELINQUENT GRASSROOTS BANKCARD HOLDERS WILL BE SPECIALLY HANDLED BY THE ORGANIZATION'S BANK FUND SET UP BY US AND THE LOCAL BANK NET OFFICE.

4. THE BANK NET OFFICES, ARE OWNED AND OPERATED BY BANKS, FOR BANKS, (CAN BE SUBLICENSED OUT)

5. THE NON-LIABLE ORGANIZATION WILL SIGN A CONTRACT WITH ITS GRASSROOTS BANKCARD BANK,SPONSORING ITS MEMBERS TO THIS NEW PROGRAM, THE GRASSROOTS BANKCARD PROGRAM

V. GENERAL GRASSROOTS DATA:

1. EACH GRASSROOTS BANKCARD HOLDER WILL BE REQUIRED TO SUBSCRIBE TO GOOD CREDIT USA THE EDUCATIONAL NEWS LETTER, ONHOW TO ACQUIRE AND KEEP GOOD CREDIT.. (PLUS EXTRAS)

2. BANK-NET OFFICES ARE UNDER CONTRACT TO COLLECT, PICK UP,PUT OUT AND SELL REPO MERCHANDISE. (THE LOCAL OFFICE CAN DIRECT PAYMENTS TO ANY BANK IN THE USA)

3. THE NON-LIABLE SPONSORING ORGANIZATION HAS THE POWER TO TRANSFER OWNERSHIP OF PROPERTY BEING FINANCED BY THIS GRASSROOTS BANKCARD

FROM ONE MEMBER'S BANKCARD TO ANOTHER MEMBER'S BANKCARD, BOTH IN THE SAME ORGANIZATION, WITHOUT LEGAL ACTION IF BOTH MEMBERS AGREE TO THE TRANSFER OF OWNERSHIP AND PROPERTY.

MERCHANDISE TO BE SOLD OR TRANSFERED WILL BE POSTED ON THE GRASSROOTS TRANSFERABLE BOARD, AT SPONSORING ORGANIZATION OFFICE.

TRANSFERS AND SELLS COULD HELP DELINQUENT MEMBERS' GRASSROOTS BANKCARD CREDIT

4. THE SPONSORING ORGANIZATION WILL RECEIVE ADVERTISEMENT OF GRASSROOTS BANKCARD PROGRAM, FROM TIME TO TIME TO POSTED AND/OR DISPLAYED ON THEIR PROPERTY.
5. THE SPONSORING ORGANIZATION WILL ASSIST THE BANK-NRT IN COLLECTING OR REPO ON DELINQUENT HARD CORE BANKCARD

HOLDER CASES. (BUT NOT LIABLE)

6. THE SPONSORING ORGANIZATION WILL RECEIVE A PERCENTAGE OF THE BANK ACCOUNT ESTABLISHED AND FUNDED BY THE BANK CARD BANK, ANNUALLY.

VI. THE SCALE:

THE SCALE THAT DETERMINES HOW MUCH MONEY THE GRASSROOTS BANKCARD HOLDER WILL BE ALLOWED ON HIS CARD

THE END OF RED BOOK FOR NOW!

BUT THIS IS ONLY THE BEGINNING OUTLINE, ADDITIONS WILL BE MADE AS THE PROGRAM AS THE PROGRAM DEVELOPE...

(U.S.DISTRICT EXHIBIT-60)

THE SCALE OF ECONOMICS:

THE NEXT FEW PAGES WILL CONSIST OF THE SCALE OF ECONOMICS ,IN PART, IT WILL IT WILL BE CUT TO FIT SPACE

THE SCALE OF ECONOMIC: (IN PART

IT LOOKS LIKE THIS IN THE COPYRIGHT

OFFICE)

-GRASSROOT CARD SCALE OF NATIONAL LIMIT SCALE:

- STUDENT
- SO. SECU...
- WELFARE
- ADC, ET

LIMIT:	HAS JOB:	OWN HOME:	OWN AUTO:	
300.00	NO	NO	NO	YES
400.00	NO	NO	NO	YES
500.00	YES	NO	NO	YES
600.00	YES	NO	NO	YES
700.00	YES	NO	NO	NO
800.00	YES	YES	NO	NO
900.00	YES	YES	YES	NO
1000.00	YES	YES	YES	NO
1500.00	?	YES	YES	YE.
2,000.00	YES	YES	YES	NO

THE SCALE OF ECONOMICS CONTINUES:

IN PART/COPYRIGHT OFFICE COPY

:ONOMICS— (6) WHO GUAR

BAD Credit:	NO Credit:	3 YRS. MEMBER:	HAS SAVINGS:
YES	YES	YES	No
NO	YES	No	No
YES	YES	YES	No
No	YES	YES	No
YES	NO	YES	No
No	YES	YES	No
yes	No	YES	No
No	YES	No	NO
No	No	No	No
No	No	No	No

APPENDIX-H

COPYRIGHT REGISTRATION Txu 244-801:

FLOW DIAGRAM OF GRASSROOTS BANKCARD

PROCESS;REGISTERED AUGUST 16,1985;

(CIRCULAR R 31, OF THE COPYRIGHT OFFICE SAYS THIS CAN BE COPYRIGHT PROTECTED)

"PRESENTED IN PART"

STEPS:

A) BANKCARD BANKS

B) ORGANIZATIONS: CHURCHES,UNIONS,SCHOOLS

C) ORGANIZATION'S GOOD FAITH FUND

D) GOOD CREDIT USA (NESWLETTER)

E)BANK-NET (L

F) ROUTE-66

G) REPEAT CYCLE

A) BANKCARD BANKS:

THE BANKCARDS ARE VISA, MASTERCARD,AND AMERICAN EXPRESS CARD; $300.00 AND UP. THE BANKCARD BANKS WILL PROVIDE BANKCARDS, MONEY,ADVERTISEMENT,CONTROLS,EXPLAIN THE PROGRAM,MAKE MONEY;OWN BANK NET, ROUTE-66,GOOD CREDIT USA,HELP THE POOR.

B) ORGANIZATIONS: CHURCHES,UNIONS,SCHOOLS THE POOR GET BANKCARDS; ORGANIZATIONS' DIECTORS,DIRECT PROGRAMS PER ORGANIZ-ATION; ORGANIZATION'S SYMBOL AND EMBLEMS ON THE BANKCARDS IS A PSYCHOLOGICAL SIGN OF HOPE. (BOND THE TWO) ; GRASSROOTS SCALE OF ECONOMICS PLOTS THEIR FUTURE; THE RED BOOK EXPLAINS, THE HOW,WHAT,WHEN TO BUY AND PAY

C. ORGANIZATIONS' GOOD FAITH FUND:

THE FUND GUARANTEES THE SUCCESS OF THE PROGRAM; THE ORGANIZAYION ITSELF IS PAID FROM THE FUND; THE FUND IS SUP-

PORTED FROM A PERCENTAGE OF THE MEMBERS' RENEWAL FEES; $100 OPENS, $25.00 PER RENEWAI (SUBJECT TO CHANGE)

D. GOOD CREDIT USA: NEWSLETTER THE NEWSLETTER IS WRITTEN ON A FIFTH GRADE LEVEL,PROVIDES CREDIT EDUCATION AND MORE FOR THE POOR,EASY READING OF CREDIT DATA, FAMILY LIVING, SPORTS, AND IT DEVELOPS CREDIT

E. BANK-NET: COLLECTORS FOR THE GRASSROOTS BANKCARD PROGRAM; BANK-NET GUARANYEES BANK'S POSITION; COLLECTS PAYMENTS; PICK-UP MERCHANDISE;SHOWS ID,LOGO,ETC., WHEN CONDUCTING BUSINESS

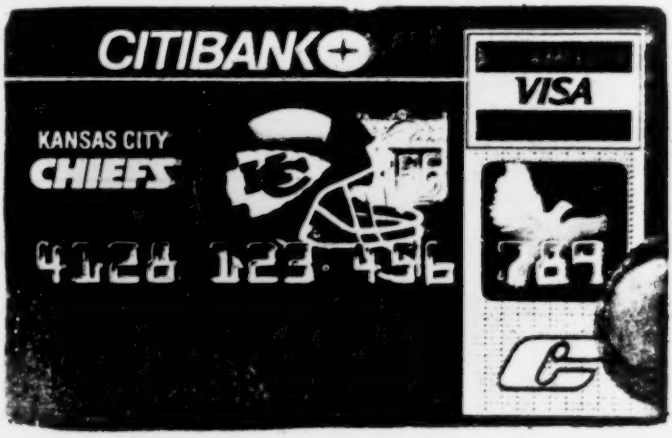
F. ROUTE-66;"GAMES OF CHANCE" IN THE GOOD CREDIT USA NEWSLETTER,BINGO, CONTEST, LOTTERY TYPES, ALL BY MAIL; IT ALSO WILL GUARAANTEE THE SUCCESS OF OF THE PROGRAM; THE PROFITS WILL BE PAID TO SPONSORING BANKS.

G. REPEAT CYCLE:

THE POOR SAVE MONEY AND PAY LESS

APPENDIX-I

THREE VERSIONS OF THE APPELLEES/DEFENDANTS AFFINITY CARDS; PROFESSIONAL AND SOCIAL (NON-PROFIT ORGANIZATIONS):

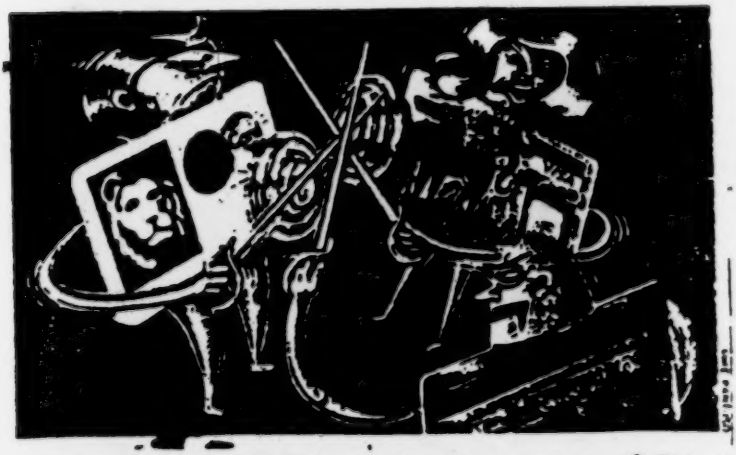


FROM. MEDIA

CHARGING FOR CHARITY

SYMBOL ON CARD +

AFFINITY CARDS: HOW BENEFICIAL?



THE AMERICAN EQUINE ASSOC. BANKCARD TWO HORSES. (CHASE) MONEY MAGAZINE, 10/87 (U.S. DISTRICT COURT / EXHIBIT

APPENDIX-J

U.S. DISTRICT COURT JUDGE JOSEPH E. STEVENS RULED: IN TWO SIMILAR CASES

A) Judge Joseph E. Stevens dismissed the Plaintiff's Copyright Infringement Lawsuit against Defendants Visa USA Inc.' Mastercard International,et al. Case No. 88-0387-CV-W-8; Plaintiff had over 10 different Copyrights, Defendants produces none; case dismissed 10 days before trial (PLAINTIFF,POOR/BLACK/ MR.LEWIS)

B) Judge Joseph E. Stevens ruled in April 1981 that Hallmark Dodge Inc. Had infringed on the Trademark of Hallmark Cards Inc., and ordered the overland park kansas car dealership to phase out its use of the name HALLMARK with in six months.

JUDGE STEVENS said in 1981 John Wallace chose the name and adopted the LOGO SIMILAR SCRIPT AND A SIMILAR SLOGAN "TO EVOKE HALLMARK CARDS" NAME REPUTATION IN THE MINDS OF CUSTOMERS.

THE point to be made is that Judge Stevens in GRASSROOTS COMPLAINT SAID SIMILAR MARKETING IDEAS ARE NOT PROTECTED UNDER COPYRIGHT LAW; WELL WHAT ABOUT THE SIMILAR SCRIPT AND A SIMILAR SLOGAN used by Jodn Wallace of HALLMARK CARDS'.

Also the rich/white plaintiff had a trial, and the poor/black plaintiff Mr. Lewis did not have a trial(WIN OR LOSE)

TAKEN FROM: K C TIMES,APRIL 11,1986

"DEALER LOSES 'HALLMARK' NAME"

APPENDIX-K

WHO SIRED RAINBOW BRITE? KC TIMES AUG. 23,1985 U.S.DIATRICT COURT Judge Russell G. Clark ruled in Springfield Missouri,that there were few SIMILARITIES between RAINBOW BRITE, the HALLMARK CHARACTER, and the CHARACTER DEVELOPED BY Debra Kay Hartman. (MARCH 6,1986)

THE CASE WAS DISMISSED FOR A LACK OF SIMILARITIES, AND NOT ON A SUMMARY MOTION BY RICH DEFENDANTS.

IN THE CASE, MY CASE,GRASSROOTS CARDS VERSES AFFINITY CARDS THERE ARE MAJOR SIMILARITIES, PLUS THE DEFENDANTS HAD NO COPYRIGHT REGISTRATION:

A) GRASSROOTS CARD/PLAINTIFF'S

B) AFFINITY CARD/DEFENDANTS'

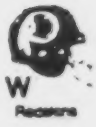
"SIMILARITIES ARE THERE"

C) AFFINITY CARD/DEFENANTS (HOMEMADE)

D) GRASSROOTS CARD

'Graduation Cap Symbol'

E) AFFINITY CARD/DEFENDANTS'



FOOTBALL HELMET SYMBOL

NFL SEAL/SYMBOL TOO

SIMILARITIES ARE HERE, WHETHER ITS SIMILARITIES OF CARDS, PROGRAMS, MARKETING, PROMOTIONS,AND ALL ARE TO SIMILAR TO TELL A PART.....

APPENDIX-L

EIGHTH CIRCUIT COURT OF APPEALS SAID SIMILARITIES OF COPYRIGHTED MARKETING IDEAS IS NOT COVERED UNDER COPYRIGHT LAW AND THEY SITED A CASE WITH HALLMARK CARDS INC., IN THEIR RULING OF OCTOBER 3,1989... <u>-BUT WHAT THEY DID NOT SAY IS HALLMARK CARDS INC. HAS SETTLED IN THREE DIFFERENT CASES AGAINST THEM IN THREE DIFFERENT STATES SENSE 1986...</u>

AND IN ALL CASES HALLMARK CARDS STOLE OR COPIED THE LOOK OF OTHER GREETING CARDS BEING MARKETED BY THEIR COMPETITION SUCH AS BLUE MOUNTAIN ARTS CARD CO.

IN PLAINTIFF'S CASE HE OFFERS CARDS AND MARKETING AND PROGRAMS; WELL JUDGE STEVENS & 8TH CIRCUIT CALLED RULED AND AFFIRMED <u>MARKETING IDEA</u> ONLY. ALTHOUGH IT CAN BE COPYRIGHT PROTECTED.

THE GRASSROOTS COPYRIGHTS ARE MORE THAN OR IS NOT ONLY A MARKETING IDEA,BUT PROGRAMS & CARDS TOO! LOOK WHAT HAPPEN YO HALLMARK CARDS INC., IN ANOTHER STATE. (SIMILARITY IS THE INFRINGEMENT 100%)

HALLMARK SUED OVER LINE OF CARDS:

A) A COLORADO COMPANY HAS SUED HALI MARK CARDS INC.,ALLEGING THAT A LINE OF GREETING CARDS PUBLISHED BY HALLMARKS IS VIRTUALLY INDISTINGUISHABLE FROM THE CARDS MADE BY THE COLORADO COMPANY.

IN U.S.DISTRICT COURT IN DENVER,LAWYER HARRY MELKONIAN,THE BLUE MOUNTAIN ARTS' ATTORNEY SAID AT LEAST 50 CARDS PLUBISHED BY HALLMARKS WERE VERY SIMILAR TO THE CARDS PRODUCED BY BLUE MOUNTAIN ARTS. KC TIMES JULY 22,1986

B) INJUNCTION HALTS THEIR SALES UNTIL SUIT IS SETTLED(HALLMARK DROP 83 CARDS)

THE COURT RULED IN FAVOR OF AN INJUNCTION SOUGHT BY BLUE MOUNTAIN ARTS INC.

A SMALL BOULDER,COLO., CARD COMPANY

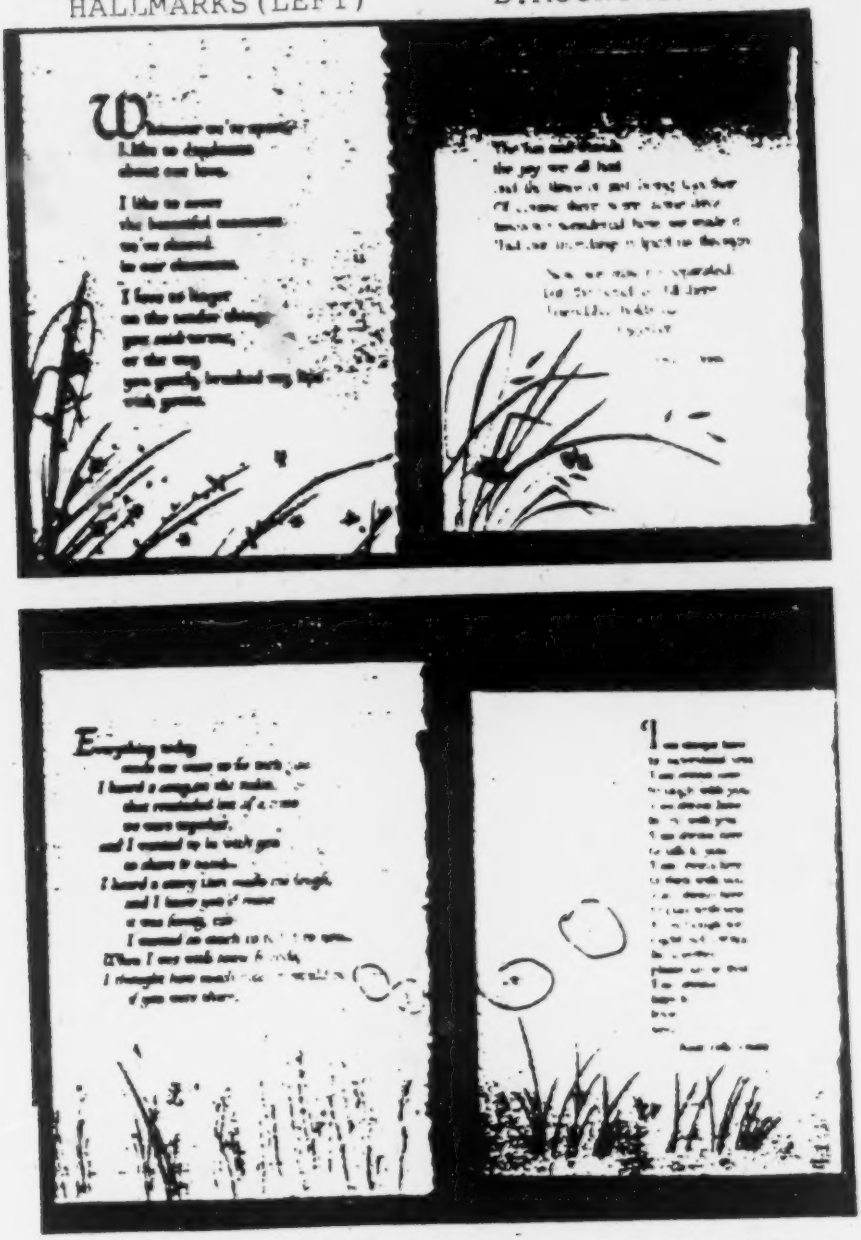
KC TIMES ,NOVEMBER 21,1986

C) HALLMARK CARD BAN IS UPHELD; 10TH U.S.CIRCUIT. COURT OF APPEALS IN DENVER ....THE AFFIRMED INJUNCTION BARRING HALLMARK CARDS INC., FROM MAKING 93 GREETING CARD DESIGNS THAT RESEMBLE THOSE OF SMALL COLORADO COMPANY

THE LAWSUIT CONTENDS THAT HALLMARK'S PERSONAL TOUCH LINE OF GREETING CARDS IS DECEPTIVELY SIMILAR TO BLUE MOUNTAINS' AIREBRUSH FEELING AND WATERCOLOR FEELING LINES.

D) VISUAL SIMILARITY(TRADE DRESS) SIMILARITY OF PRODUCT IS PROTECTED UNDER FEDERAL COPYRIGHT LAW,BELOW ARE COPIES OF BOTH FIRMS GREETING CARDS:

HALLMARKS (LEFT) B. MOUNTAIN (RIGHT)



At left are examples of Hallmark Cards Inc. line and at right are two of Blue Mountain Arts cards.

E. SUPREME COURT DENIES HALLMARK CARDS INC., REQUEST; KC TIMES OCT. 18, 1988....THE SUPREME COURT REFUSED TO REVIEW LOWER COURT'S DECISION THAT PROHIBITED HALLMARK CARDS INC. FROM MAKING GREETING CARDS THAT ARE AT THE CENTER OF A $50,000,000 LAWSUIT.

F. HALLMARK SETTLES SUIT WITH COLORADO FIRM...KC TIMES OCT. 24,1988. BOB GALL, PRESIDENT OF BLUE MOUNTAIN ARTSS, SAID THE IMPORTANT ISSUE WAS NOT MONEY BUT RATHER AN ARTIST'S RIGHT TO PROTECT HIS WORK FROM BEING COPIED.

G. HALLMARKS HAS SETTLED FOR THE THIRD TIME SINCE 1986; SETTLED IN DENVER, CHICAGO, AND CALIFORNIA.....

"THE EIGHTH CIRCUIT COURT OF APPEALS, REFERENCED HARTMAN Vs. HALLMARK CARDS,I INC., 639 F. SUPP. 816 (W.D.MO.1986)

BUT WHAT THEY DID NOT KNOW WAS HALLMARK CARDS HAS SETTLED(OR LOSE) WITHOUT TRIAL, IN TWO CASE LIKE THIS ONE,SENSE 1986. ALL IN OTHER STATES THAN MO.

(HARTMAN'S RAINBOW BRITE HAD TO FEW SIMILARITIES;IT DOES NOT APPLY TO THIS GRASSROOTS CASE)

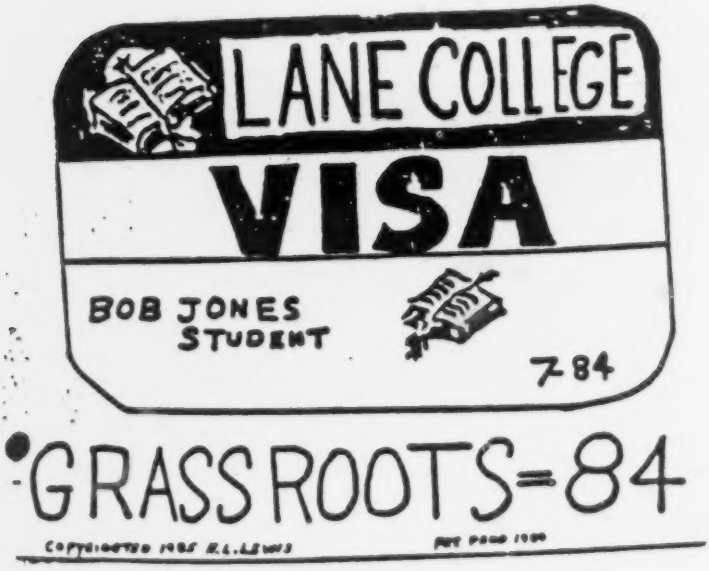
LEWIS COPYRIGHTED PRODUCTS HAS MANY MANY MORE SIMILARITIES, THAN DID HARTMAN'S RAIN BOW BRITE,,,,,

APPENDIX-M

PLAINTIFF'S VERSION & DEFENDANTS

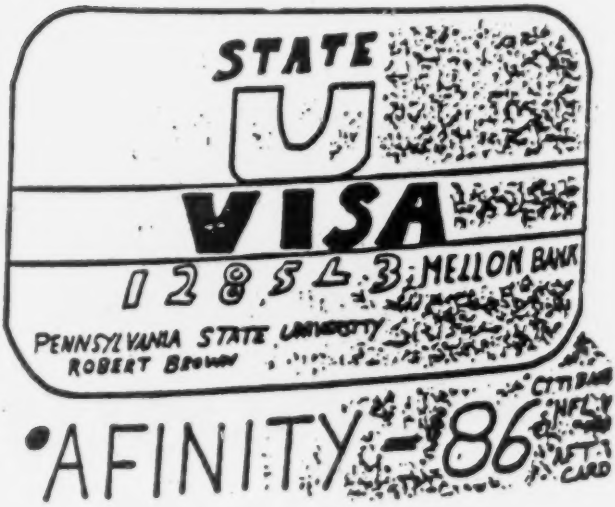
VERSION ; AT NEW DIRECTIONS-88

MINORITY BUSINESS EXPO IN KANSAS CITY:



"PLAINTIFF'S CARD"

DEFENDANTS CARD (HOMEMADE)



APPENDIX-N

FIRST PARAGRAPH OF LETTER FROM COPYRIGHT OFFICE BY: Kathleen M. Cabana,Bibliographer (Defendants Do Not Have Copyrights at all):

U.S. DISTRICT COURT EXHIBIT-77

MS. KATHLEEN M. CABANA

FEBRUARY 4,1987

Harold L.Lewis

1812 E. 15th Terrace

Kansas City,Mo. 64117

This refers to your letter of Oct. 4,1986

Our search in the appropriate Copyright Office indexes and catalogs that include works cataloged from 1978 through January 16,1987 under the names VISA USA ,INC. and Mastercard International,Inc.

and the title AFINITY (AFFINITY) CARDS disclosed no separate registration for a work identified under these names and this specific title.

APPENDIX-O

MASTERCARD SUES HALLMARK CARDS INC.,
KC TIMES AUGUST 31,1984:
"ORANGE AND GOLD CIRCLES"

MASTERCARD INTERNATIONAL INC. has filed a copyright infringement suit against HALLMARK CARDS INC., IN Federal court in New York.

The bankcard company says a party invitation made and distributed by the Kansas City-base greeting cards manufacturer "incorporates circles precisely duplicating the(orange and gold colors and dimensions" of the two interlocking circles on Mastercard chargecards.

Mr Hucker,of Hallmark Cards, said we didn't infringe on the trademark; We are very sensitive to trademarks.

APPENDIX-P

COPYRIGHT REGISTRATION-Txu 253-202;

DATE Registered August 22,1985; TITLED:

THE BLUE BOOK BANK-NET INSTRUCTIONAL HANDBOOK

GENERAL DATA TO BE USED WHEN NECESSARY

1. TELEPHONE-The Grassroots Bankcard holder should have the telephone number of the nearest Bank-Net Office.

2. Bank-Net Collectors Pick up Payments for a surcharge

3. Bank-net collectors will pick up inits and merchandise

4. Bank-net will work close to the Non-profit sponsoring organization's Director, on Delinquent Accounts

5. Bank-net can sale repossessed merchandise to satisfy accounts

6. Bank-net co-ordinates or handles

problems of sponsoring Non-profit organization

7. Bank-net handles all court action against delinquent Grassroots Bankcard holders when necessary

8. Bank-net explains to the directors what their options are when dealing with the organizations delinquent accounts

9. The Bank-net employee must show his Bank-net identification and logo when conducting business. (Bank-net in Red,White and Blue)

10. Bank-net is a Trouble Shooter for Local and National Banks that sponsor Grassroots Bankcards in their area(s).

APPENDIX-Q

COPYRIGHT REGISTRATIONS-Txu265-708,GOOD CREDIT USA;Txu 265-706,ROUTE-66 GAMES; VAu 103-813,TOM 'N LEROY COMIC;8-22-85:

GRASSROOTS BANKCARD PROGRAM

GOOD CREDIT USA

NEWSLETTER-

GOOD CREDIT USA (IN PART)

"GENERAL DATA ON HOW TO DEVELOPE,GET AND KEEP GOOD CREDIT"

A) LINE OF CREDIT- That is the total dollar amount of purchses and cash advances you can make with your bankcard, until you pay off part or all of your balances. You can see the exact amount of your line of credit in the block on your statement marked "Credit Limit."

B) PROTECT CREDIT- The best way to protect credit is to mail your payments at least 5 days before "Payment Due Date shown" on your monthly statement.(Pay your bills a few days early)

C) LATE CHARGE-Charge for failing your payment on time.....etc.

TOM 'N' LEROY

TOM SAYS,
" PAYing YOUr BILLS ON T
WILL GIVE YOU PEACE OF

(IN PART)

ROUTE-66 GAMES OF CHANCE:

"ROUTE-66,GAMES OF CHANCE"

The games or different and various

-TRADEMARK NAME ROUTE-66 SECTION-

ROUTE-66

-BINGO TYPE THIS PERIOD-

" WIN A NEW CAR"

DO THE FOLLOWING FOR A

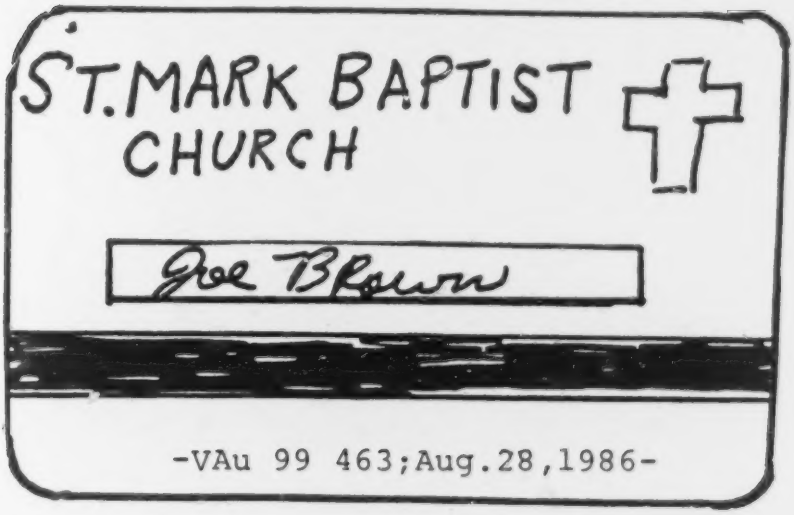
CHANCE TO WIN!

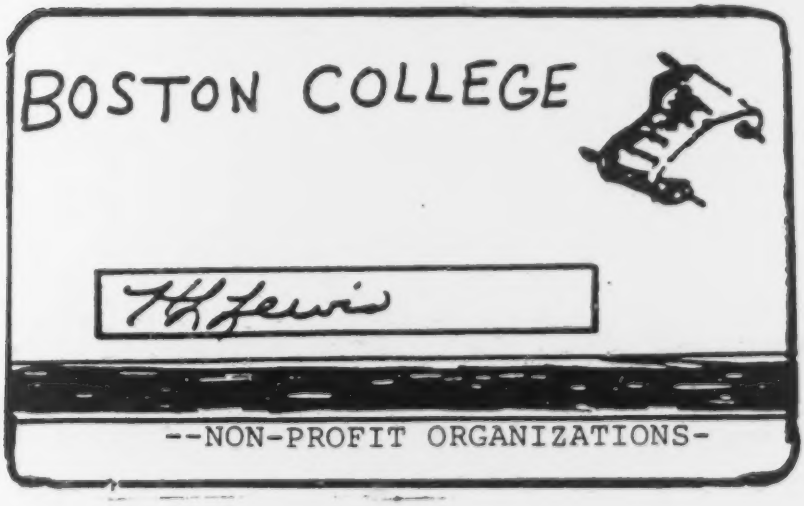
A)	CHEVROLET	$1.00= ONE CHANCE
B)	LINCOLN	$2.00=ONE CHANCE
C)	CADILLAC	$3.00=ONE CHANCE

APPENDIX-R "INDEPENDENT DESIGN CARD"

APPENDIX-S

SYMBOLS,on Backs of Bankcards:





APPENDIX-T

-COPYRIGHT REGISTRATIONS' LIST-

ALL COPYRIGHTS THAT ARE BEING INFRIN-

GED ON IN THIS CASE....ALL ARE SEPAR-

ATE ENTITIES:

TITLE	REGISTRATION	REGISTRATION DATE
1. DESIGN MODELS OF GRASSROOTS BANK-CARDS,	VAu 94 504,	AUGUST 16,1985
2. FLOW DIAGRAM OF GRASSROOTS		

BANKCARD PROGRAM, TXu 244-801,AUGUST 16,1985

3. GRASSROOTS BANKCARD PROGRAM,Txu 265-707, AUGUST 22,1985

4. ORGINAL SPECIMEN GRASSROOTS BANK-CARD PROGRAM, APRIL 4,1988,TXu 315-201

5. DESIGN MODEL GRASSROOTS BANK-CARDS, VAu 99 463

6. INDEPENDENT DESIGN CARD, FOR GRASSROOTS BANKCARD PROGRAM,VAu 98 293 FEBRUARY-1986

7. GOOD CREDIT USA,NEWSLETTER, TXu 265-708, AUGUST 22,1985

8. THE RED BOOK ORGANIZATIONAL MANUAL, TXu 248-230,AUGUST 22,1985

9. THE BLUE BOOK,INSTRUCTIONAL MANUAL FOR COLLECTORS,TXu 253-202, AUGUST 22,1985

10. ROUTE-66, GAMES OF CHANCE SECTION,IN GOOD CREDIT USA,TXu 265-706,AUGUST 22,1985

11. TOM 'N LEROY, COMIC STRIP, VAu 103-813, AUGUST 22,1985

12. SUPPLEMENTARY REGISTRATION, VAu 126-883,DECEMBER 14,1987

13. GRASSROOTS BANKCARDS-II, VAu 138-441,MAY 09,1988

14. GRASSROOTS BANKCARDS-III, VAu 143-203,NOV. 02,1988

"All above were U.S. DISTRICT COURT EXHIBITS; REGISTRATION FORM COPY & THE COPYRIGHTED WORKS"

APPENDIX-U

TWO COPYRIGHT REGISTRATIONS IN PART:

PARTS OF FORM VA (VAu 94 504)

CERTIFICATE OF COPYRIGHT REGISTRATION

UNITED STATES COPYRIGHT OFFICE • THE LIBRARY OF CONGRESS •

This certificate, issued under the seal of
Office in accordance with the provisions of
of title 17, United States Code, attests that
istration has been made for the work identifi
information in this certificate has been mad
Copyright Office records.

REGISTER OF

TITLE OF THIS WORK ▼

DESIGN MODELS OF GRASSROOTS BANKCARDS

FORM VA
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VAu 94 504

VA VAU

EFFECTIVE DATE OF REGISTRATION

AUG 16 1985

Month Day Year

FORM TX; TXu 265-707;IN PART:

CERTIFICATE OF COPYRIGHT REGISTRAT

OFFICIAL SEAL

This certificate, issued under the s
Office in accordance with the provisi
of title 17, United States Code, attes
istration has been made for the work
information in this certificate has bee
Copyright Office records.

REGISTEI

TITLE OF THIS WORK ▼

GRASSROOTS BANKCARD PROGRAM

FORM TX
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

TXu 265 707

TX TXU

EFFECTIVE DATE OF REGISTRATION

Aug. 22, 1985
Month Day Year

APPENDIX-V

HARTMAN VS. HALLMARK CARDS INC.

This is the case reference by the 8th Circuit Court Of Appeals; this is storyline about RAINBOW BRITE; THIS IS NOT ABOUT REAL BANKCARDS THAT EXISTED, BEFORE THE DEFENDANTS CREATED THEIRS, AND THEIR DERIVSTIVE WORKS. THESE CARDS ARE USED IN COMMERCE DAILY RAINBOW BRITE IS NOT USED IN COMMERCE

THERE IS NO COMPARISON BETWEEN LEWIS' AND HARTMAN'S COPYRIGHTED WORKS

BANKCARDS(REAL BANKCARDS ARE NOT FAIRYTALES.....

KC TIMES: 1985-86(SUIT AGAINST HALLMARK CARDS DISMISSED)MARY KAY HARTMAN, OF BRANSON,MO.

IN THE FIRST SUIT, a 27 year-old Branson,Mo., woman alleqes that she not Hallmark Cards Inc., created a character similar to Rainbow Brite and the Hallmark Cards Inc., stole the idea when she submitted a proposal to the qreetinq cards maker. Also named in the suit is Mattel Inc, the toymaker permitted to make Rainbow Brite products.....

In August-1985,Grassroots Bankcards were also mailed to the defendants(CARDS)

APPENDIX-W

DUNN'S BUSINESS MONTH-FEB.1986

DEFENDANTS' EDITORIAL AND ASCHOOL

SYMBOL ON A CARD (STATE U)&(BEAR)

"A HOT NEW STRATEGY FOR CREDIT CARDS"

U.S.DIST.EXHIBIT

NEW PROGRAM: (IN PART)

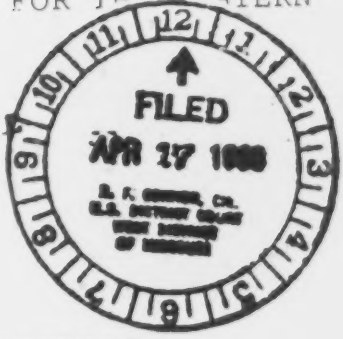
THE hottest new strategy is affinity group marketing, in which the bank targets organizations of people with common interests. By forming cooperative pacts with clubs and other associations or other financial-service firms, the bank can then parlay customer or membership loyality to another organization into a receptive audiance.

THE must profitable groups are the Non-Profit organizations. and fraternal

APPENDIX-X

(IN PART ONLY)

U.S.DISTRICT COURT FOR THE WESTERN DISTRICT



HAROLD L.LEWIS,

Plaintiff

Vs.

VISA USA INC.,MASTERCARD INTERNATIONAL, et al.

DEFENDANTS

No.88-0387-CV-W-9

ORDER April 17,1989

On April 27,1988. pro se plaintiff Harold l.lewis filed this copyright infringement action against defendants Mastercard,Inc.

(MASTERCARD); VISA USA INC. (VISA); Chase Manhattan Bank; Mellon Bank; Chase Lincoln First Bank; Chemical Bank; Citibank. The case is now before the court on defendants' separate, but essentiall identical motions to dismiss, or in the alternative, for summary judgement. For the following reasons, the court will grant summary judgement in favor of all defendants.

Plaintiff claims that defendants' use of the "affinity" group marketing concept for credit cards infringes on plaintiff's purported copyrights and "patent pending' rights in what he has characterized as his "grassroots bankcard program." Apparently, plaintiff claims that his ides for using

certain bankcards(and his plans for marketing the cards were somehow misappropriated after he submitted the concepts to defendants Mastercard and VISA sometime in August of 1985. For relief, plaintiff has requested the court enjoin all further use or marketing by defendants of "affinity" cards (a remedy of staggering dimensions), as well as damages against visa and Mastercard in the amount of $50,000,000

Plaintiff described his "grass-roots program as a program designed to offer bankcards through non-profit organizations, marketed by the organization to its members,and carries (sic) the names of the members and their titles on the cards, (and),,,the symbol and/or emblems of each organization on the card."

Plaintiff's Deposition at 23. Plaintiff alleges that defendants absconded with this idea after he had tried to sell it to them in 1985 However,defendants have offered several affidavits which establish that the affinity group marketing approach has been used by financial institutions since at least the late 1970's.....

It is apparent that the "affinity" approach resembles wht plaintiff has described as his "grassroots program". Yet, as the affidavits provided by defendants establish, the "affinity" approach had been in use within the industry several years before plaintiff allegedly submitted his idea. However,even assuming that he was the originator of the affinity approach, plaintiff

has nevertheless failed to state a claim of copyright infringement for the following reasons. First and foremost, the heart of plaintiff's claim --that his "ideas" were infringed upon- - is simply not action able under copyright laws..... Because protection granted to a Copyright work extends only to the particular expression of the idea and never to the idea itself....a similarity of idea presents no infringement question.

HARTMAN v. HALLMARK CARDS,INC.(8th Cir

APPENDIX-Y:

UNITED STATES COURT OF APPEALS , FOR THE EIGHTH CIRCUIT; PLAINTIFF'S APPEAL IS DENIED:

UNITED STATES COURT OF APPEALS

FOR THE EIGHTH CIRCUIT

No. 89-1723

Harold L.Lewis,
APPELLANT,

V.

Mastercard International,VISA USA INC., Citibank,Mellon Bank,Chemical Bank, Chase Manhattan Bank, Chase Lincoln First Bank,

APPELLEES.

Appeal from the United States District Court for the Western District of MISSOURI.

SUBMITTED : August 21,1989

FILED : October 3,1989

Before LAY,Chief Judge, HEARNEY, Senior Circuit Judge, and McMILLIAN, Circuit Judge.

PER CURIAM.

Pro se plaintiff Harold L.Lewis filed a copyright infringement action against several major U.S. banks, as well as against Mastercard International and Visa U.S.A., INC. The gravamen of his complaint is that these entities "stole" his credit card marketing idea, referred to as the "affinity group marketing approach," after he tried to sell it to them in 1985. Lewis appeals the district court' grant of summary judgement in favor of all defendants.

The district court held that Lewis' assertion that his idea was infringed

upon ia not actionable under copvright laws. See 17 U.S.C. !! 102(b) (1982); Hartman v. Hallmark Cards, Inc., 639 F. Supp. 816, 819 (W.D.Mo. 1986) aff"d, 833 F. 2d 117 (8th Cir. 1987) (similarity of idea presents no infringement question). Because we find no error of law in the district court's judgement the judgement is affirmed. See 8th Cir. R. 14.

A true copy

Attest:

CLERK,U.S.COURT OF APPEALS,EIGHTH CIRCUIT.

APPEAL DENIED ALSO:

United States Court of Appeals

FOR THE EIGHTH CIRCUIT

No. 89-1723WM

Harold L.Lewis,

Appellant,

Vs.

MASTERCARD INTERNATIONAL,
st al,

Appellees.

Appeals from the United States
District Court for the
Weastern District of Missouri.

Appellant's pro se petition for rehearing hs been considered by the and is denied.

The motion of appellant to publish the opinion is also denied.

November 3,1989

Order entered at the Direction of the court:

Clerk, U.S.Court of Appeals,Eighth Circuit

APPENDIX-Z

LETTERS FROM VISA USA INC.:

U.S.DIST. COURT EXHIBIT-13:

Harold L.Lewis November 13,1985

1812 E. 15th TERRACE

Kansas City,mo. 64127

Dear Mr. Lewis:

Thank you for your letter of Nov.11, 1985, which was submitted pursant to the Agreement for Submission of Ideas and Related Materials,dated August 6, 1985.

In answer to your fist question Visa does not have any objections to your attempt to market this program to individual banks. However since Visa does not in any way sponsor

or endorse your program, we would express our strongest odjections to any such reference.

With respect to your second question, until one of our members has made a proposal to us withrespect to its VISA CARDS PROGRAM, it would be premature to make such decision.

Again,we wish you success un your endeavors.

Very truly yours,

Charles P. Sammut

Patent,Trademark and Copyright Counsel

VISA INTERNATIONAL,P.O.BOX 8999,

SAN FRANCISCO,CA. 94128

CERTIFIED MAIL

Harold L.Lewis August 11,1986

1812 E. 15th Terrace

Kansas City,Mo. 64127

Dear Mr. Lewis:

This is in response to your letter of August 5,1986 reguarding the concept which you claim to have Invented.

As I am sure you recall, on August 16,1985, you excuted Visa's standard Agreement for Submission of Ideas and Related Materials which you then submitted together with your disclosure entitled "Grassroots Bankcard Program". Under the terms of that agreement youagreed, in part, that 'in the absence of a formal written

contract (your) sole rights shall be t those existing under the Patent Law of the United States." If you have rights to any issued United States Patents relating to your proposal, please provide me with the patent numbers of each of such patents.

As you may know,neither Visa International nor VISA USA INC., engage or solicit affinity groups with respect to VIsa card programs. Such groups either contact, or are contacted by, those individual financial institutions which issue Visa cards. Futhermore, Visa cards have been offered by Visa issuers to members of affinity groups since long before your your disclosure under the Agreement for Submission of Ideas and Related MATERIALS. IN ANY CASE,

to our knowledge, none of the affinity group programs require cardholders to wear the hat which your proposal requires.

Very truly yours,

Charles P.Sammut
Patent,Trademark and Copyright Counsel
VISA, P.O.BOX 8999,SAN FRANCISCO,CA.

APPENDIX-AA

COPYRIGHT LAW;TAKEN FROM
COPYRIGHT OFFICE BOOKLETS & CIRCULARS:
"IN PART ONLY"

CIRCULAR R 31:

WHAT IS PROTECTED BY COPYRIGHT:

COPYRIGHT PROTECTION extends to a description, explanation,or illustration of an idea or system,assuming that the requirements of the copyright law are met. Copyright in such a case protects the particular literary or pictorial expression chosen by the author. However,it gives the copyright owner no exclusive rights in the idea,method,or system involved.

VA FORM:

USE FORM VA FOR WORK OF"VISUAL ARTS"

Class VA is used for published and unpublished pictorial,graphic, and sculptural works,including two-dimensional and three-dimensional work of fine,graphic, and applied art, photographs,prints and art reproductions maps,globs,charts,technical drawings, diagrams,models,pictorial or graphic labels and advertisements as well as "works of artistic craftsmanship." Use FORM VA for labels and advertisements if the copyrightable material in is mainly pictorial or graphic; Use FORM TX if it consists mainly of text.

CIRCULAR R1:

Copyright is a form of protection by the laws of the United States(title 17,U.S.Code) to the authors of:original works of authorship" including

literary,dramatic,musical,artistic,and certain other intellectual works. This protection is available to both published works. Section 106 of the Copyright Act generally gives the owner of copyright the exclusive right to do and to authorize others to do the following:

A) TO REPRODUCE THE COPYRIGHTED WORK IN COPIES OR PHONO RECORDS;

B) TO PREPARE DERIVATIVE WORKS BASED UPON THE COPYRIGHTED WORK;

C) TO DISTRIBUTE COPIES OR PHONO-RECORDS OF THE COPYRIGHTED WORK TO THE PUBLIC BY SALE OR OTHER TRANSFER OF OWNERSHIP,OR BY RENTAL,LEASE,OR LENDING.

D) TO PERFORM THE COPYRIGHTED WORK PUBLICLY,IN THE CASE OF LITERARY,

MUSICAL, DRAMATIC,CHOREORGRAPHIC WORK PANTOMIMES, AND MOTION PICTURES AND OTHER AUDIOVISUAL WORKS AND

E) TO DISPLAY THE COPYRIGHTED WORK PUBLICLY, IN THE CASE OF LITERARY, MUSICAL,DRAMATIC, AND CHOREOGRAPHIC WORKS, PANTOMIMES, AND PICTORIAL, GRAPHIC, OR SCULPTURAL WORKS, IN_ INCLUDING THE INDIVIDUAL IMAGES OF A MOTION PICTURE OR OTHER AUDIOVISUAL

CIRCULAR R 96:

A claim to copyright cannot be registered in a print or label consisting solely of trademark subject matter and lacking copyrightable matter; While the Copyright Office will not investigate whether the matter has been or can be registered at the patent and Trademark Office

it will registered a properly filed copyright claim in a print or label that contains requisite qualifications for copyright even though there is a TRADEMARK on it. However, registration of a claim to copyright does not give the claimant rights available by trademark registrations at the Patent and Trademark Office

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(46 FR 33249,June 29,1981)

APPENDIX-BB

"EXPRESSION" AND NOT "IDEA", TAKEN FROM THE COPYRIGHT BOOK, BY: WILLIAM S. STRONG: (IN PART)

EXPRESSION

The third requirement of copyrightability is that the work be "expression" and not "idea". It is an old truism in copyright law that you can not copyright an idea, but only your expression of it: ideas, like facts, are in the public domain.....

A simple example like this may make the rule itself seem simple. It is not. In fact, it is riddled with contradictions. What, for example is a musical "idea" and how is it separate from musical "expression"? No one really knows the answer to these questions.

Once the three basic requirements of fixation,originality, and expression are met, the law's protection, though not universal, is extremely broad. Almost any kind of artistic work or work that communicates a message in any tangible medium can be copyrighted. The statute specifically list literart works(a term that means practically any printed work), musical works(including accompanying words), dramatic works(including accompanying music), pantomimes, choreographic works, "pictorial,graphic and sculptural works"(in other words-any visual work, whether two-or-three-demensional,sound recordings motion pictures and all other audio-visual works--and this list is not complete.

APPENDIX-CC (IN PART ONLY)

U.S.DISTRICT COURT JUDGE JOSEPH E. STEVENS, ORDER OF NOVEMBER 23,1988:

IN THE UNITED STATES DISTRICT COURT FOR

WESTERN DISTRICT OF MISSOURI

WESTERN DIVISION

HAROLD L.LEWIS,
Plaintiff,

Vs.

MASTERCARD INTERNATIONAL INC., et al

NO. 88-0387-CV-W-8

ORDER

Plaintiff,who is acting pro se in this copyright infringement action, presently has two motions before the

court. On July 11,1988, plaintiff filed a motion for an injunction against all defendants to stop the "manufacturing, marketing,distributing,developing and endorsing of certain kinds of bankcards or crdit cards. Plaintiff also filed a"Pleading Response Motion" with the court on October 24, 1988, requesting a ruling on his motion for an injunction and asking that the court alter its Order of October 19, 1988, which scheduled this case on a non-jury trial docket. The court will consider each of these in turn.

The court begins by noting that despite plaintiff's persistence in prematurely attempting to file his "exhibits" with the court and his repeated pleading of general averme nts concerning the alleged infringe-

ment, the court has precious little facts in the way of facts that would support an injunction at this early stage In a copyright case, plaintiff seeking a preliminary injunction must demonstrate, inter alia,that 1) there is a substantial likelihood of plaintiff's success on the merits at trial; 2) irreparable injury will be suffered unless the injunction is issued; 3) this threatened injury to plaintiff ot weighs the hardship to the defendants should the injunction issue; 4) the injunction would not adverse to the public interest.....

(PARTS ARE DELETED)

Essentially, plaintiff alleges that his ideas for certain styles of "bank-cards" were appropriated from him after he had submitted the concepts to

the defendants. Defendants deny the substance of this claim and raise several affirmative defenses which need not be discussed here. Based simply on the pleading before it, this court is in no position to issue the injunction of truly sweeping proportions which plaintiff seeks. THE court is convinced that plaintiff has met none of the DATAPHASE criteria listed above. Thus,Plaintiff's motion for injunction is denied.

"REMAINDER IS DELETED"